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The Solicitors' Journal.

LONDON, JUNE 15, 1872.

THE LAWYERS have been rather gay in London during the last few days. On Saturday, the 8th, a large number gathered together at the annual dinner of that excellent institution, the United Law Clerks' Society, which took place with great success, under the presidency of the Attorney-General; the same day was also "Grand-day" at Gray's Inn. On Wednesday the Incorporated Law Society gave a capital *conversazione* in the spacious hall and chambers of the Law Institution. This was a very enjoyable evening. The rooms were just pleasantly crowded; a delightful concert was given in a large room upstairs, and on the walls of the lower rooms were exhibited some very good paintings: some by eminent modern artists, and others by skilled amateurs within the pale of the profession, besides some fine old prints. The hospitality of the society was extended to a large number of ladies, as well as of members of the other branch of the profession, and the entertainment was a great success. There can be but one verdict on such social gatherings as these, especially when so capitally carried out. Solicitors, scattered as they are up and down the length and breadth of the land, need, more than their brethren of the Bar, pleasant meetings like that of Wednesday evening. Rather earlier the same evening the Middle Templars, with a distinguished company, were engaged in celebrating the tercentenary of the fine old Middle Temple Hall by a banquet in the same. On Thursday evening the annual dinner of another excellent charitable institution, the Solicitors' Benevolent Association, took place, Lord Cairns in the chair, supported by an exceptionally large gathering of both branches of the profession. In addition to this the country members of the Metropolitan and Provincial Law Association, and other guests, were to be entertained at dinner yesterday evening by the Metropolitan members; while, to complete the festivities of the week, several agreeable *epulæ* of a more private character have taken place, at which country solicitors have been entertained by their London brethren, who could thus reciprocate the hospitalities extended towards themselves at recent provincial meetings. The proceedings at the anniversary dinner of the United Law Clerks' and Solicitors' Benevolent Associations are reported in another column.

THERE IS A CURIOUS DISCREPANCY in the "Juries Bill," now before a Select Committee of the House of Commons, which we hope will not be overlooked. It is provided in one of the sections relating to the numbers that different kinds of juries are to be composed of, that the number in County Courts shall be five as hitherto, thus by implication leading to the inference that the general provisions of the bill are intended to apply to County Courts. Jurors are to have ten days' notice of their services being required, but in the County Courts the present law, which it is not proposed to repeal, allows a suitor to demand a jury three days before the day of hearing, or seven days too late for the compulsory attendance of jurors. An ordinary county court summons must be served ten clear days before the return day, so that a defendant may be served on the last day on which a juror can be served for the trial of the same case. This would practically in many cases deprive a defendant of his right to a jury altogether. A contention was raised just after the passing of the last "Juries Act," that the Act applied to County Courts, a contention supported and acted on by several County Court judges, although those courts are not mentioned in the Act. The result was the strange anomaly of one County Court judge ordering under the Act that 10s. should be paid to each juror, and another holding that the Act did not affect his court at all, and that therefore 1s. was the proper payment. To avoid the possibility of a similar controversy over the meaning of this Bill, should it become law, one of two things must be done: either a clause should be inserted to the effect that "This Act shall not apply to County Courts," or separate and distinct clauses should be drawn, defining clearly in what way jurors in those courts are to be summoned and paid in future. To leave the whole matter to mere inference, however clear the inference may seem to some people, is only to create opportunities of dispute which can be easily avoided.

THE GALWAY ELECTION PETITION and judgments which have attracted so much public attention from their somewhat sensational features, have also involved points of considerable professional interest. In the first place, the profession is interested in maintaining as far as possible the dignity of the law, and in supporting, by the expression of its opinion and approval, a judge who has been subjected to the grossest personal abuse and indignity for delivering a judgment the justice of which is unquestioned and unquestionable except by those whom it condemns. We do not, of course, mean to express an approval of all the language of the judgment. But even this has been somewhat unfairly criticised. When a course has to be taken which it requires some resolution to adopt at all, it is rare to find that the exact amount of energy really required is expended. A little excess of zeal on the part of a judge, who but for his zeal might have been likely to fail in his duty altogether, is therefore only natural. Moreover, the style of eloquence made use of is just what would be most to the taste of those against whom it was directed, if only it had been employed on their side.

It is, however, the subsequent judgment of the Common Pleas seating Captain Trench, and not the judgment of Mr. Justice Keogh unseating Captain Nolan, which has most interest for the legal profession.

We observe that some Irish members have made an effort to get the House of Commons to review this decision. The proposition, as the first of its kind since the passing of the Election Petitions Act, is noteworthy. When that Act passed, some doubts were entertained whether it would work satisfactorily in Ireland, owing to the greater fervour with which election contests were there conducted. It is satisfactory to find that the House of Commons has refused to entertain the proposed appeal from the tribunal on which it has conferred exclusive jurisdiction.

For practical purposes the decision ought not to be questioned. Criticism from a legal point of view is a different thing altogether. Legal points of considerable nicety were involved, and the question whether these were decided in accordance with the law, as previously understood, is a fair subject of comment. We own to a decided preference for the view taken by the dissenting judge, Chief Justice Monaghan. Mr. Justice Lawson, in whose reasons the other two puisne judges concurred, devoted a large part of his judgment to proving by authorities a proposition with which he might fairly have started—viz., that if an elector will vote for a

person whom he knows to be disqualified, it is the same as if he voted for a non-existent person, and that is the same thing as if he did not vote at all. The real difficulty lay rather in the application of this rule to the facts. In order to do so, and seat the candidate who had the minority of votes, it was necessary to make out that the candidate who had the majority was disqualified within the meaning of this rule, and that a number of the electors who voted for him equal to that of the majority which he had at the poll knew the fact. Now, the disqualification by the exercise of undue influence depends entirely upon the 36th section of the Corrupt Practices Act. That in its terms makes the disqualification depend, not upon the fact of guilt, but upon a conviction of guilt by the decision of an election committee. It is true that Mr. Justice Willes, at Westbury, held that he could at the hearing of a petition both declare the guilt and, *eno ictu* (as he expressed it subsequently in the Norwich case), avoid the election. It by no means follows from the fact that this can be done that the disqualification is complete before the declaration of the committee or judge. In the next place the decision of the Queen's Bench in the Tewkesbury case, to the effect that actual knowledge of the law, and not a mere presumption of knowledge, is necessary, in order that the vote may be treated as thrown away, seems to us in accordance with the previous authorities. In the maxim *Ignorantia legis neminí excusat*, the last word is an important one. A man cannot *excuse* himself under the plea of ignorance, but where the question at issue is whether he knows or not, there is no presumption on the subject. But, lastly, the majority of the Court seem scarcely to have noticed the question of numbers. It was neither found as a fact on the case, nor could it reasonably be inferred, that every elector knew even of the facts which caused the disqualification. It was only found that it was "publicly known amongst the electors." This expression would have been satisfied by three out of four electors knowing it. In order to destroy Captain Nolan's majority, it was necessary to make out affirmatively that something more than a proportion of four out of every five of the electors voting for him knew of the disqualification. We think the Chief Justice right in saying that the numbers were most important. In many respects the decision is a most salutary one, but we doubt its correctness from a legal point of view. If it is correct, it seems to follow that a corrupt practice made public after the nomination, when it is too late to substitute another candidate, necessarily seats the opponent.

We noticed some months ago a singular case of *Gilchrist* v. *Herbert*, decided by the Master of the Rolls, in which a widow had filed a bill against the executors of her late husband for specific performance of a promise alleged to have been made by her husband before the marriage—that if she would marry him, he would settle on her £10,000 pin-money, and leave her half his property by will. The marriage was in 1863, and was eventually succeeded by a separation and a suit by his wife for restitution of conjugal rights, which latter was eventually compromised. The husband dying in 1870, without leaving anything to his wife, she filed her bill. The remarkable point in the case was that the plaintiff did not produce the letters in which the agreement was alleged to have been contained, her case being that they had been lost, with her papers, on board ship in a cyclone. The Master of the Rolls, believing plaintiff's case, decreed the specific performance. That decision was now appealed, but before the arguments were concluded the case was (with the sanction of the Court, on behalf of an infant defendant) compromised, the arrangment being that the plaintiff should have one-fourth of her late husband's property, which was stated to amount to upwards of £120,000. The case before the Master of the Rolls is reported 20 W. R. 348.

Mr. Burchell has published his promised letter on the subject of the jury laws, by which he hopes "to lift once for all that cloud of misconception which has so long brooded over the ministers of the law." On behalf of the summoning officers he makes a fair case, by showing that they are directed to summon particular persons, and that they can have little or nothing to do with persons being summoned out of their proper turn. This only removes the cloud from one class of officers to another. It still broods over those officers who give the direction as to who are to be summoned. We find it difficult, if not impossible, to understand Mr. Burchell's account of the manner in which the special jurors to be summoned are now selected. The Act of Geo. 4 provided a method of selection of special jurors by ballot in the presence of the parties, there being a different special jury for each cause. By the Common Law Procedure Act of 1852, section 108, this system was altered as regarded special juries at the assizes, and for this purpose the sheriff was "directed to summon a sufficient number of special jurymen, not exceeding forty-eight," to form a panel. This Act contained no direction that the sufficient number were to be selected by the sheriff by ballot, and the old method of balloting was obviously inapplicable, though, of course, a modification of it might have been adopted. We do not know what method the sheriffs have adopted in practice for choosing the special jurymen to be summoned, but we imagine they have mostly selected those they thought fittest, by reason of their residence near the particular assize town, or from their not having served for some time or the like. Where only two panels have to be provided in the course of the year there could be no objection to their so doing. Then came the Act of 1870, which enacted that special juries for London and Middlesex were to be provided in the same way as at the assizes. Mr. Burchell, after describing the system by ballot under the Act of Geo. 4, says of the late Act that "it enacted that a special jury panel should be composed and summoned like a common, but left the method by ballot, with all the incidents I have referred to, in force, as if the two systems could be worked together." This seems a mistake, and if we rightly understand Mr. Burchell he has not himself acted on this view, and has not been using the ballot for selecting the special jury panels under the late Act, but has been selecting those special jurymen whom he thought best qualified, rejecting the tradesmen and others who were put on the special jury list under the late Act. He tells us that the effect of the Act, by the introduction on the special jury list of publicans and other persons of a like degree occupying business premises highly rated, "would have been, but for the expression given to it (the Act), to abolish the institution of trial by special jury altogether." By the "expression given to it," we understand the interpretation put on it to the effect that the Sheriff has a right to select those whom he thinks really qualified as special jurors, and to disregard the qualification of the Legislature. Mr. Burchell has been magnanimous in his defence of his underlings, for its effect must be to draw down upon his own head the complaints of special jurymen thus complimented by frequent summonses.

Mr. Burchell points out some defects in the old law, but we are disappointed to find that he does not suggest any remedy. If the parties who have sufficient experience of the present system to point out its defects confine themselves to doing so, without suggesting practical remedies, it will not be surprising if they some day find themselves in a position of considerable difficulty, owing to other people less experienced having endeavoured to provide a remedy.

We are also rather surprised at Mr. Burchell's statement that he does not know on what authority orders for good juries are made. The law as to good juries was elaborately reviewed lately by the Court of Common Pleas in *Vickery* v. *The London and Brighton Railway*, L. R. 5 C. P. 165, 18 W. R. 549. It seems from the

report of that case that a statement of the practice in the office of the Undersheriff of Middlesex was made to the judges, which does not accord very accurately with Mr. Burchell's present statement. Probably the present one may be the more correct.

A CORRESPONDENT of the *Times* this week takes some objections to the Bank Notes Bill, which we mentioned last week. He notices, as we did, that the measure must have the effect of returning a large number of bank-notes to the Bank quicker than they would otherwise return; this he thinks will injuriously contract our currency, *pro tanto*, until the places of such notes are replaced by new issue. He also thinks that small traders, who have no banking accounts, will be inconvenienced if paid in crossed notes by the difficulty of getting rid of them. But if this be a reason why the power of "crossing" notes should not be created, it is also a reason why the power of "crossing" cheques should be withdrawn. Lastly, the *Times* correspondent urges that the wholesale trader will be damnified by "having to examine each bank-note tendered to him, to see that the crossing is in order, and in the event of such crossing being illegible, or partly obliterated, to see that he obtains the necessary declaration." It is true, indeed, that it is the holder of a note the crossing of which is illegible, or partly obliterated, not the person from whom he received it, who has to make the declaration to be presented as a condition precedent to the Bank being compellable to pay it; but that hardly answers the objection, because we may assume that if bankers have thrown on them a trouble or expense they will debit the same to the customer for whose account incurred. The objection, however, may be answered by the consideration that the trader need not accept the note in payment unless he chooses. In fact, both the last two objections are answered by the fact that the Act only empowers paying parties to cross notes, but does not compel receiving parties to accept them when crossed.

There is another point that seems to have escaped the notice of the *Times* correspondent, upon which he might have founded a legitimate objection to the Bill as it stands. By 20 and 21 Vict. c. 79 s. 1, a cheque is crossed "with the name of a banker, or with two transverse lines with the words 'and Company,' or any obstruction thereof." By the Bill a note is to be crossed by "writing or stamping the name of a banker across the face thereof." So that writing two transverse lines with the words "and Company" across a bank-note will not be a valid crossing thereof according to Bill as it stands. That the framers of the Bill intend to create this difference between the crossing of a note and that of a cheque is obvious from the fact that in the marginal note to the section defining the crossing of a note is a reference to the 20 and 21 Vict. c. 79.

LEGAL ASPECTS OF THE BENNETT JUDGMENT.

The Judicial Committee of the Privy Council have, perhaps, never mustered in greater force than to hear the appeal in *Sheppard* v. *Bennett*. Two prelates, the Chancellor, the two Lords Justices, the Master of the Rolls, Sir Montague Smith, Sir James Colville, Sir Joseph Napier and Mr. Bernard, certainly constitute a strong court. With the exception of Mr. Bernard, whose experience at the bar and on the bench is literally *nil*, and the prudence of whose presence at the board at the hearing of so important a case was, we venture to think, doubtful, every member of the Court is a distinguished lawyer, and most of them have had many years, of judicial training. The result at which they have arrived will, of course, be unsatisfactory to a section of the Church, but, at all events, we shall not hear on this occasion such complaints as were elicited by the meagre composition of the tribunal which condemned Mr. Purchas. The decision may be wrong, but it cannot receive, from the hands of lawyers at any rate, anything but respectful treatment.

Before examining what the Committee have really decided in the present case, it may be as well to remind our readers of what the principles are upon which the judgment is based. For want of remembering these, the most absurd accusations have been directed from time to time against the Court: at one time by the Low Church, at another by the Anglican or once more by the Ritualistic party. Indeed, each successive decision has usually been the signal for a vigorous beating of the "drum ecclesiastic." The theologians' anger, however, is altogether misplaced; for the Committee are not, and do not pretend to be, the arbiters of what is or is not theological truth. All they have to do is to see whether this or that man's teaching is consistent with the Church's code of discipline, doctrine, or ceremonial, as the case may be. And in acquitting or condemning they never forget that their proceedings are penal, and that the accused must always have the benefit of a doubt. His chances of escape are thus greatly increased. Indeed, where doctrine is in question a conviction is next to impossible, so difficult is it to say what latitude of expression may not be admissible under the studied ambiguities of some portions of the doctrinal code. It is comparatively easy to say whether or not a certain line of conduct is an offence against discipline, or a certain gesture or act an offence against the ceremonial law; but the acquittals of Mr. Gorham and Mr. Wilson, and now of Mr. Bennett, sufficiently demonstrate the futility of prosecutions for offences against doctrine.

We proceed to say a few words on the recent decision, but they must necessarily be very general, and will chiefly be directed to show how very small is the ground covered by it, and how exaggerated an importance has been and is likely to be given to it. The Vicar of Frome is a well-known Ritualist. He has been attacked for his teaching, and has been acquitted. The public jump to the conclusion that his system has received an authoritative recognition. No inference could be more erroneous. He has been acquitted because the Committee charitably persist in attributing to his language a meaning which he himself would very probably be the first to repudiate. In other words, his expressions are capable—just capable—of a double interpretation: one is innocent, the other guilty. Mr. Bennett receives the benefit of his obscurity, and is adjudged to have printed nothing about the real presence, the altar of sacrifice, and the adoration of the elements of bread and wine, necessarily inconsistent with the articles and formularies of the Church. Thus he affirms a "real actual objective presence" of the body of Christ in the Sacrament. This certainly seems in flat contradiction to the 28th and 29th articles of religion, which imply a presence certainly, but only "after a heavenly and spiritual manner." Any other presence than this—any presence which is not a presence to the soul of the faithful receiver—the Church does not affirm, or require her ministers to accept. "This cannot be stated too plainly. The question is, however, not what the articles and formularies affirm, but what they exclude;" and acting on this principle, the Court somehow or other manage to conclude that the assertion of an "objective" presence is consistent with the formularies. So again the respondent's abstention from asserting any "corporal" presence saves him from condemnation for contravening the celebrated declaration on kneeling (or "black rubric"), which is appended to our communion office. The net result of this portion of the judgment seems to be that the "real actual objective presence" may be taught within the Church of England. The words are not *necessarily* opposed to the law; or, at any rate, not so absolutely opposed as to justify criminal proceedings.

By a similar liberal construction of the word "sacrifice" the Court acquits Mr. Bennett of the second charge against him, that of maintaining that the communion table is an "altar of sacrifice." If this language means "atoning sacrifice," it is illegal; but it *may* mean a "rite calling to remembrance the one true sacrifice;" and the latter meaning is, of course, perfectly legal.

With regard to the last charge the Committee confess to many doubts and difficulties, and indeed it is hard to see how their conclusion has been arrived at. They wisely give no reasons for it. They content themselves with saying the charge is not so clearly made out "as the rules which govern penal proceedings require." Mr. Bennett's language as to his practice of adoration is very strong and decisive, but does not in the opinion of the Court amount to a statement that he outwardly adores the consecrated elements. It may only refer to an act of mental adoration of Christ spiritually present in the elements—an act to which the extremest Evangelical could not object, and which the Church does not condemn.

Such is an outline of this important judgment. It has been prepared with great care, and never falls into the error for which it censures Sir R. Phillimore, of "usurping the functions of a synod or council." It is almost ostentatiously unambitious. It lays down no new doctrine, but simply concedes to a High Churchman the same liberty or indulgence which had already been conceded to the Evangelical in the *Gorham* case, and to the Broad Churchman in the case of *Essays and Reviews*.

There remains one more point to be noticed. It may perhaps be contended that the allowance of Ritualistic doctrine is incompatible with the disallowance of Ritualistic acts, and that the judgment just pronounced really overrules the cases of *Martin* v. *Mackonochie*, *Bishop of Winchester* v. *Wix*, *Flamank* v. *Simpson*, and *Hebbert* v. *Purchas*, which declared lighted candles on the communion table, Eucharistic vestments, incense, and the elevation of the elements, to be unlawful. But in truth all the decisions are in harmony with each other. The articles and formularies allow wide diversities of opinion. The Church could not be in any sense national if they did not. But in the interests of the laity they insist upon a uniformity of outward practice. When a parishioner enters his church he has a right to be able to worship in his accustomed form and order, and the ordinary ought for the future to be more careful than before that no deviation is allowed. Now that liberty to hold Ritualistic doctrines is conceded, the excuse for unlawful Ritualistic practices is gone; and without in any degree trenching upon matters which are quite beyond the province of this journal, we may express a hope that the result of Mr. Bennett's case will dispose those who think with him to obey in matters external the authority of the tribunal which has just declined to condemn him.

DISCLAIMER OF LEASES IN BANKRUPTCY.

A lessee is bound to pay the rent and perform the covenant in the lease during the whole of the term, and that whether he remains the owner or not. His assign is bound to the lessor to pay the rent and perform the covenants so long as he remains the owner; but the assign can get rid of his liability to the lessor by assigning over. In the absence of a special covenant the assign is bound to the lessee also by way of indemnity to pay the rent and perform the covenants so long as he remains the owner. It is, however, the universal custom to insert into the assignment a special covenant by the assign to indemnify the lessee in respect of the rent and lessee's covenants during the residue of the term, and in this article we suppose that that is done.

Two very interesting questions have recently been discussed in *Smyth* v. *North* (20 W. R. 683, L. R. 7 Ex. 242), as to the position of a lessee who has assigned his lease to a man who subsequently becomes a bankrupt, and whose trustee disclaims. The questions are, first, is the lessee still bound to pay the rent and perform the covenants in the lease; second, who is entitled to the land for the residue of the term?

The Bankruptcy Act, 1869, provides, section 23, that "when the property of the bankrupt acquired by the trustee under this Act consists of land of any tenure burdened with onerous covenants . . . the trustee, notwithstanding he has endeavoured to sell, or has taken possession of such property, or exercised any act of ownership in relation thereto, may, by writing under his hand, disclaim such property, and upon the execution of such disclaimer the property disclaimed shall, if the same . . . is a lease, be deemed to have been surrendered on the same date. . . . Any person interested in any disclaimed property may apply to the Court, and the Court may, upon such application, order possession of the disclaimed property to be delivered up to him, or make such other order as to the possession thereof as may be just. Any person injured by the operation of this section shall be deemed a creditor of the bankrupt to the extent of such injury, and may accordingly prove the same as a debt under the bankruptcy."

It is perhaps necessary to remind the reader that in the common case of a surrender by a tenant to his landlord the surrender is imperfect until the surrenderee agrees to it, the surrender passes the estate until disagreement, and the law will presume agreement till the contrary fact is proved; bnt when it appears in evidence that the person to whom the surrender was to have been made disagreed to it, then the surrender is inoperative from the beginning (Sheppard's Touchstone, by Preston, 307). At first sight it may appear that a surrender of a lease effected by the disclaimer by a trustee in bankruptcy under the Act requires the assent of the landlord to render it operative; it will, however, be remarked that the statute does not say that the disclaimer shall have the same effect as a surrender; if this had been the case it might fairly have been considered that the assent of the landlord was necessary to render the surrender operative; on the other hand, it says that the lease shall "be deemed to have been surrendered," words which, particularly when interpreted with reference to the directions as to the possession of the disclaimed property, appear to mean an effectual surrender. The contention, however, on the part of the landlord is, that the disclaimer does not operate as an effectual surrender until he assents to it.

Assuming, however, that the disclaimer operates as an effectual surrender, in spite of the landlord's dissent, the question arises, can he, after the disclaimer has been made, sue C. D., the lessee, on the covenants contained in the lease? It may perhaps be necessary to point out to some of our readers that occasionally a landlord might suffer great pecuniary loss by having the land thrown on his hands if the lessee were thus discharged from his covenants. Consider the case of a house in complete decorative repair let to a man of known large fortune, or a farm where the land is in good heart let to a man who is known to be so admirable and honest a farmer that the lessor considers it unnecessary to insert any special covenants as to the mode of cultivation; in either case the lease is assigned to a man who subsequently becomes bankrupt. It may fairly be assumed that in the great majority of cases he will, as his affairs fall into disorder, and he becomes harassed for want of money, neglect to keep up the decorations of the house, or to keep the land in good heart, and accordingly, in either case, the property, when surrendered, will fall into the landlord's possession in a deteriorated condition. If the lessee is discharged from his covenants by the surrender, the only remedy of the landlord will be to prove for his loss under the 23rd section of the Act. Owing to the risk of the property being thrown on the landlord's hands in a depreciated condition, the covenant not to

assign without license should be generally inserted in leases at rack-rent, since this will enable the landlord to enquire into the character and position of any proposed assign.

To return to the consideration of the position of the original lessee after the surrender. If the surrender had been made by act or deed, to which both the assignee of the original lessee and the landlord were parties, it appears clear that all the covenants contained in the lease [with possibly an exception which we do not propose to discuss in respect of covenants purely collateral] would henceforth be gone and that the land would revest in the landlord. It is unnecessary to cite authorities to this effect, as the case is one of daily occurrence. The question that we have to consider is, whether the fact of the surrender being made *in invitum* by means of a statutory authority causes it to have a different effect.

Lord Coke (Co. Litt. 338 a) says, speaking of a surrender, "Herein are two diversities worthy of observation. The first is, that having regard to the parties to the surrender, the estate" (*i.e.*, the surrendered estate) "is absolutely drowned. . . . But having regard to strangers, who were not parties or privies thereunto, lest by a voluntary surrender they may receive prejudice touching any right or interest they had before the surrender, the estate surrendered hath in consideration of law a continuance." Now, although according to letter of the Act the disclaimer by the trustee operates as an effectual surrender—*i.e.*, as a surrender to which the landlord is an assenting party—it may be argued that the key to the true construction of the Act may be based on an analogy to the passage just cited, so that although, as between the bankrupt and the landlord, the surrender may take effect so as to free the bankrupt and his trustee from all liability, still, as between the landlord as his lessee, both of whom are really strangers to the surrender, the lease may remain good. This appears to be the view taken by Barons Martin and Pigott in *Smyth* v. *North* (*ubi sup*).

On the other hand, a very strong reason for supposing that the Legislature intended the word "surrender" to be construed strictly is derived from the considerations following:—In the older Bankruptcy Acts the language was different from that of the present Act, and under those Acts the assignee in bankruptcy was unable to throw the land into the hands of a landlord without his consent (see *Young* v. *Taylor*, 8 Taunt. 315; *Taylor* v. *Young*, 3 B. & Ald. 521, decided on 29 Geo. 3, c. 121; *Manning* v. *Flight*, 3 B. & Ad. 211, decided on 6 Geo. 4, c. 16). When we find that the language of the Act has been altered, and that the Legislature has used a technical word which, taken in its proper meaning, has a certain effect, the presumption is extremely strong that the technical meaning was that in which the Legislature used it. In all earlier Acts no technical words are employed; the Legislature appears merely to have wished to free the bankrupt from his liabilities without using any words that could affect the position of the original lessee as regards the lessor. When, however, we come to the present Act, we find that the language is entirely altered, a technical word is employed, and that on a question which had several times been under judicial decision, thus giving rise to a strong presumption that the Legislature intended that the word should bear its technical meaning.

In *Smyth* v. *North*, the Court was divided in opinion, Bramwell, B., considering that the word "surrender" was to be taken in its strict technical meaning, while Martin and Pigott, BB., thought that this was not the case. On the supposition that the view of the majority of the judges will eventually be upheld, we think it right to point out that when a lessee wishes to sell his lease he ought to make careful inquiries into the character and position of the intending purchaser; for, as pointed out by Bramwell, B., he may possibly, on the bankruptcy of his assign, find himself in the unpleasant position of having to pay the rent without regaining possession of the land.

In conclusion, we venture to submit that the question is one which deserves immediate action on the part of the Legislature. Probably the fairest law would be that the assignment to the bankrupt should become void from the time of the disclaimer, thus leaving the lessor and lessee in their original positions, and letting the person who dealt with the bankrupt pay the penalty for not having taken sufficient care with whom he dealt.

RECENT DECISIONS.

EQUITY.

RAILWAY COMPANY—VENDOR'S COSTS OF ARBITRATION.

Earl Ferrers v. *Stafford and Uttoxeter Railway Company*, M.R., 20 W. R. 478, L. R. 13 Eq. 524.

The point decided in this case was a new one, viz., that where land has been taken by a railway company, and the compensation ascertained by arbitration, the vendor is not entitled to a lien on the land for his costs of the arbitration, where such are payable by the company under section 34 of the Lands Clauses Act. The *ratio decidendi* was that the Act gives a special remedy for such costs under section 80; and if the vendor does not recover such costs under that section, he is not entitled to repair the slip by filing a bill for a vendor's lien for such costs. The point was of some importance, as the company was in pecuniary difficulties, and if the plaintiff had succeeded in his claim to a lien for costs, he would have got precedence in that respect over all the other creditors.

SOLICITOR—CHARGE ON PROPERTY "RECOVERED OR PRESERVED," 22 & 23 Vict. c. 127 s. 28.

Baile v. *Baile*, V.C.W., 20 W. R. 534, L. R. 13 Eq. 497.

Several points arose in this case upon the enactment above referred to. The decision that the 28th section of the Act applies to the case of an infant plaintiff, who, when he comes of age, adopts the proceedings, is perfectly consistent with Vice-Chancellor Stuart's decision in *Bonser* v. *Bradshaw* (9 W. R. 229), that the 28th section only applies to the case of a solicitor claiming his costs against the property of an *adult* plaintiff. While the plaintiff is an infant, no solicitor can have a declaration of charge on the infant's property, for an infant is disqualified from "employing" a solicitor, and where there has been no employment, *i.e.*, binding contract of retainer, there cannot, upon any reasonable construction of the section, be any right to a statutory charge in respect of the costs of proceedings in the infant's name, but originated by the next friend. When the infant comes of age he has the opinion whether to adopt or repudiate the proceedings; and where he adopts them his position, according to Vice-Chancellor Wickens, is the same as if he had been an adult, and originated the proceedings himself (see *Bonser* v. *Bradshaw*, 10 W. R. 481). So if a solicitor institutes proceedings on behalf of an infant, and dies during the infancy, and the proceedings are continued by a second solicitor till majority, and then adopted by the infant, it seems that the first solicitor, as well as the latter, must be considered as "employed" within the Act. (Per Sir John Wickens, V.C., in *Baile* v *Baile*, *sup.*) In fact, it all turns upon whether the infant adopted the proceedings when he came of age, or not.

It is settled that a solicitor may obtain a declaration of a charge on a married woman's separate property, recovered or preserved for her through his instrumentality (*Re Keane*, 19 W. R. 1025, L. R. 12 Eq. 115), but this is owing to the fact of a married woman being able to employ a solicitor in matters connected with her separate estate, which an infant cannot do. Another point was that the charge is not personal to the solicitor, but extends to his legal personal representative in the event of his

dying before the infant comes of age and adopts the proceedings, thus enabling the legal personal representative when the time arrives to petition for a declaration of charge according to the Act.

It was also held that the words of the section, "All conveyances and acts done to defeat, or which shall operate to defeat, such charge or right shall, unless made to a *bonâ fide* purchaser for value without notice, be absolutely void and of no effect as against such charge or right," apply not only to conveyances and acts made and done *after* the declaration of charge (*Twynam* v. *Porter*, 19 W. R. 151, L. R. 11 Eq. 181), but also to conveyances and acts (in the present case a disentailing assurance) made and done *before* the declaration of the charge. It was also held that the Statute of Limitations did not run while the proceedings were going on with the solicitor's name on the record as the plaintiff's solicitor, and the receiver appointed through his instrumentality in possession, though, as a matter of fact, the solicitor had taken no step within six years of the presentation of the petition; and that it only began to run on his death. This point should be noted.

The case supplies a further definition of the word "preserved." The rents were preserved by being applied to the infant's maintenance, or in payment for repairs, and the estate was preserved by being managed and retained for the rightful owner, instead of being left for the first comer. The Vice-Chancellor adopted the view of the Master of the Rolls in *Scholefield* v. *Lockwood* (17 W. R. 184, L. R. 7 Eq. 83), that the section should be liberally construed as a remedial measure.

COMMON LAW.

Master and Servant—Negligence.

Britton v. *Great Western Cotton Company*, Ex., 20 W. R. 525, L. R. 7 Ex. 130.

When a master employs a workman in an operation which is needlessly and therefore negligently dangerous, in other words, when he exposes his servant to unnecessary risk, as when an ordinary employment becomes dangerous through some circumstance that ought to have been guarded against, or a dangerous employment becomes more dangerous through the omission of a precaution that ought to have been taken, the workman who sues for injury caused to him in consequence of this negligence is liable to be met by the answer of contributory negligence. Either, it is said, the danger was not obvious, and in that case the employer is not liable, because he was not negligent: or the danger was obvious, and in that case, it was equally obvious to you, and you were therefore yourself guilty of contributory negligence, or, to put it in another way, you voluntarily incurred the danger, and have therefore suffered no legal wrong, since *volenti non fit injuria*. But this argument can only apply to cases where the circumstances creating the danger were equally known, or at least equally obvious to both parties. If either party did not know, or had not the means of knowledge, there can be no negligence in him, nor (as regards the servant) any voluntary submission to the danger. The case of *Britton* v. *Great Western Cotton Company* illustrates the effect of this difference in the position of the parties. The workman was placed to work in a position (one would have said) of great danger, between two wheels, one of them a fly wheel, which ran in a wheel-race. He was killed by the fly wheel, from what precise cause was not known, and his representative sued the company. *Primâ facie*, the danger of the position (whatever it was) was equally known to both parties. If, therefore, the question had depended wholly on the common law, the defendants would not have been liable. Either the danger was not obvious, and then there was no negligence in the defendants; or it was obvious, and then there was as much negligence in the workman in going there as in the defendants in sending him. The Court held that it was not so obvious as to show negligence, or a voluntary acceptence of all the risks, in the workman, and thus the second horn of the dilemma was escaped. But then, to escape the first horn, it was shown that there was a statutory obligation on the defendants to fence the mill-race, and the defendants, having neglected this duty, they were held liable. The judgments are not very clear on this point, which was (if we may venture to say so) dealt with rather superficially by the Court. If the workman had known of the obligation to fence, and that it was not complied with, the principle of earlier cases seems to show that he (or rather his representative) could not have recovered, for he would then have known all that the defendants knew, and though they might be liable to a penalty for non-performance of their statutory duty, he could not have complained of their omitting a precaution provided for his benefit, and which he voluntarily dispensed with. But it did not appear, and it was not to be inferred, that he knew it. It might, then, be fairly said that the defendants, on whom the duty lay, had statutory notice or warning of the danger of the situation; in other words, they had (but he had not) more ample notice of the danger than the mere circumstances of the situation conveyed, and were therefore properly held liable.

The Court seemed disposed to shelter themselves under the authority of *Holmes* v. *Clarke* (10 W. R. 405, 7 H. N. 937), which was decided on a very similar state of facts, but where (as Bramwell, B., observed) the reasons of decision were so various that it is difficult to deduce any result from it. Certainly it was never supposed that that case intended to overrule those which had decided that a servant who, with his eyes open, accepts a risk, can afterwards sue for injury resulting from it. The rule, though it often operates hardly, has been repeatedly adhered to since. One circumstance in which that case differed from the others, as well as from the present case, was that the servant, after pointing out the defect which caused the danger, had continued in the employment on the promise of his master that it should be rectified. It is probable that he might have maintained an action for breach of this promise, and the consequent injury to him, and if so, the precise form of action is not of much consequence. Here that circumstance was wanting; but on the other hand, there was also wanting that knowledge in the servant which might have proved negligence in him.

Negligence—Remoteness.

Sharp v. *Powell*, C.P., 20 W. R. 584.

Is it the natural result of a person's throwing water in a place where he had no right to throw it that the water, having found its way into a public watercourse where, if thrown in the proper place, it would have rightfully got, should there meet with an obstruction, form a pool by its overflow, freeze, and cause the horse of a passer-by to slip upon the ice and fall? The Court of Common Pleas have decided that it is not, and that the person so throwing the water was therefore not liable for the accident which ensued; and this appears an extremely reasonable conclusion. It is not to be wondered at that Grove, J., whose mind has been so largely occupied with the pursuit of natural science, should have taken exception to the use of the term "natural," and preferred the phrase "immediate and proximate," as describing the consequences of an act for which the person doing the act is to be held liable. But, nevertheless, we conceive that the word is an apt and convenient one, that the learned judge was somewhat misled by not considering the true meaning of the word in this connection, and that it does, as this very case shows, "give a clue to the mind." It means, in this connection, what may naturally be anticipated as being a usual, or rather, not an unusual, consequence. In the present case, the defendant sending the water into the gutter where he had a right to send it, naturally expected that the gutter was clear,

and had a right to act on that expectation. But suppose that instead of sending it into a public gutter he had wrongfully sent it down a private watercourse, and that similar consequences had followed, it is by no means equally clear that he would have been free from liability. He would have had no right, and therefore no reason, to speculate on the condition of his neighbour's gutter, or to consider, with a view to action, the greater or less improbability of its being obstructed, and he would no doubt have been liable (though even a trespasser is not liable for *all* the consequences of his acts) for the water getting, for instance, into his neighbour's cellar, and would probably have been held liable for an accident happening through the operation of frost upon the water so discharged by him; yet, in the sequence of natural causes, the result would not have been more immediate or proximate than here. Indeed, that the happening of the frost is not what made the difference is clear from these two considerations—first, that if the mere overflow had caused damage he would have been equally free from liability; secondly, that, on the other hand, if he had left the water where he first threw it, and it had frozen there and caused the mischief, he would have been liable. The test, therefore, is rather, what the doer of the act had, or ought to have had, in his contemplation as the consequences of his act, than the proximateness of the result considered merely in the chain of natural cause and effect.

Poor-rate—Rateability of Mines.

Morgan v. *Crawshay*, H.L., 20 W. R. 554, L. R. 5 H. L. 304.

This decision has at last set at rest the vexed question of whether mines other than coal mines are liable to poor-rates. The House of Lords could scarcely do otherwise than follow the unbroken series of decisions which have affirmed their exemption, however much it may be open to doubt whether, if the matter were *res integra*, the statute of Elizabeth would not have borne a different construction. It was forcibly pointed out that the case differed widely from that of beneficial occupation, settled by the case of *Jones* v. *Mersey Docks* (13 W. R. 1069, 11 H. L. Cas. 443), inasmuch as the decisions there overruled were of comparatively late origin, had not been uniformly acted on, and moreover derived no colour of warrant from the statute, but imposed a limitation on its words derived entirely from a judicial view of public convenience. It is to be added that if the contrary decision had been arrived at, it would have had the effect of disturbing numerous contracts entered into upon a well-founded reliance on the course of judicial decision, whereas no such consequence followed from the decision in *Jones* v. *Mersey Docks*. At the same time it is clear that no satisfactory reason can be given for the continuance of the exemption, and the Legislature can avoid those *ex post facto* consequences which necessarily result from a change in the law judicially effected.

REVIEWS.

The Law of Fraudulent Conveyances, under the Statutes of Elizabeth and the Bankrupt Acts; with Remarks on the Law relating to Bills of Sale. By Arthur Joseph Hunt, of the Inner Temple, Esq., Barrister-at-Law. London: Butterworths.

The author has collected with industry and care the authorities bearing on the question he has undertaken to deal with, and the book will be found a useful practical treatise. The matter is conveniently broken up, and the reader is assisted by a good index, but the order might have been better. It is true that a work so much limited to commenting upon statutory provisions does not admit of a very scientific arrangement; but the book might have been certainly rendered more interesting if the writer had taken pains to arrange the matter in a more logical sequence. He would no doubt have done this if, instead of setting out at once with printing in his first chapter the Act of 13 Eliz. c. 5, and proceeding in his next to the "Extent of the Marriage Consideration," he had taken the trouble to write an introductory chapter. An introductory chapter well written has the double advantage of giving both the author and the reader a general and connected view of the subject; but as this is no doubt the most difficult thing to do, it is no wonder that such a chapter is so often omitted, and that where it occurs it is often no more than an inconveniently-printed table of contents. Such a chapter should really be written before the detailed portion of the work, or should at least accompany its progress; it would have the effect both of making the arrangement more lucid and of lightening the style. That the heavy and creeping language in which legal matters are usually conveyed to the public is not a necessity of the subject some happy exceptions prove. We wish we could number the present work among them; but we must at the same time add that the style, though dull, is concise and not obscure.

Precedents of Indictments. By Thomas Wm. Saunders, Esq., Recorder of Bath. London: Horace Cox.

If Mr. Saunders cannot boast much originality in the contents of this work, he may at least claim some originality in the design. Criminal pleading is not now-a-days a very recondite art; we no longer live in the days of "Gregorian counts;" and (except sometimes at Quarter Sessions) there is not now much chance of obtaining the acquittal of a prisoner on the ground that the kettle which he stole is described in the indictment as a copper kettle, when it was really made of brass. Still it is desirable that indictments should not need amendment; and it is no doubt a convenience to have at hand a collection of precedents which have stood the test of experience. It is true that "Archbold" has scattered up and down it forms which will meet most cases; but Mr. Saunders is no doubt right in supposing that a collection of precedents gathered into a small and handy volume like the present will not be without its use. He rather aspires to play the part of a Wentworth than of a Chitty or Bullen and Leake, and does little more than print from reported cases forms which have actually done service; but his book is not wanting in such observations as will serve to guide the practitioner in ordinary cases. It is an unfortunate result of his plan that not a few of the forms appear in the crabbed, ponderous, verbose, intricate, and inverted phraseology of earlier times; but we suppose he was unwilling to hazard their authority by mending their coats.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord Cairns.)

Feb. 28.—*Re the Western Life Assurance Society. Andrew's case.*

Life assurance company—Amalgamation of companies—Winding-up—Policy—Novation of contract—Payment of premiums—Receipts—Assignment of policy—Trustees.

A policyholder on his marriage assigns his policy to trustees upon trust for his wife for life with remainder to the children of the marriage, but the settlement imposes no obligation either on the assured or on the trustees to keep up the policy. Notice of the assignment is sent to the company. The assured pays the premiums, and some time after notice is given to him of the amalgamation of the insurance company with another company; but the trustees receive no notice of the amalgamation. The assured continues to pay the premiums, and receives receipts of the new company. On the winding-up of the old company the trustees claimed to rank as creditors of the old company, but it was

Held that the only claim on the policy must be against the new company.

This was a claim by Messrs. Robert Andrew, Gibb, and

* Reported by Richard Marrack, Esq., Barrister-at-Law.

Gray to rank as creditors of the Western Life Society in respect of a policy of assurance granted by that society.

The policy was effected on the 20th of April, 1852, by Mr. Frederick Andrew on his own life, and on his marriage in August, 1852, was assigned to Messrs. Robert Andrew, Gibb, and Gray upon trust for his wife for life, with remainder to the children of the marriage. Notice of the assignment was shortly after sent to the society. The settlement did not impose any obligation on the assured or on the trustees to keep up the policy. Frederick Andrew, the assured, paid the premiums on the policies, and in 1865 received the circular announcing the amalgamation of the Western Society with the Albert (vide *Rivaz's case supra p.* 590). This circular was not sent to the trustees, nor did they receive any other notice of the amalgamation. The assured continued to pay the premiums and accepted receipts similar to those in *Rivaz's case*.

Before the amalgamation notice had been given to the assured of bonuses having been added to the policy by the Western Society.

On the winding up of the Albert Company and the Western Society in 1869, the trustees brought in a claim on the policy against the Western Society.

Horsey, for the trustees, contended that the Western Society had received notice of the assignment of the policy, but that they had sent to the trustees no notice concerning the amalgamation. The trustees knew nothing whatever about the amalgamation; they had had no opportunity of electing whether they would be policyholders in the Albert or in the Western. They had consequently not exercised any election, and they still retained the liability of the Western.

Cracknall, for the Western Society, was not called on.

Lord CAIRNS.—This was a policy effected in the Western Society, and it was assigned by the policyholder, Frederick Andrew, on the occasion of his marriage, and notice was given to the directors of the Western Society of the settlement; stating that it was a settlement by Frederick Andrew on his marriage upon certain trusts. Mr. Horsey says that in payment of premiums Frederick Andrew was not the agent of the trustees. I do not think he was; that is the difficulty of his case. To keep up this as a policy in the Western it was necessary to pay the premiums to the Western. The trustees clearly did not do that; they come here admitting that they never paid the Western anything. I do not say a word about their being liable for not keeping up the policy with the Western; that depends on the trusts of the marriage settlement, with which I have nothing to do; if they are liable for any breach of duty by not paying the premiums to the Western, that is an affair between them and the *cestuis que trustent*. If they were not liable, then that must have been from the circumstance that the policy was one with regard to which it was intended on the occasion of the marriage that it should be in the option of the husband whether he kept it up or not or where.

In that state of things, the trustees having paid nothing to the Western Society either by themselves or by their agents, and not being in a position to come and say they kept up this policy from time to time; the husband, the settlor, the original policyholder, the gentleman whose life was insured, receives the circular, which has been commented upon in so many cases, from the Western Society, telling him of the amalgamation, and of the benefits which policyholders will have by insuring with the Albert. He seems to have been persuaded by that circular; he ceases making the payments which would keep up the Western policy, and he makes the payments which will enable him to say that he is insured by the Albert. He makes them in the usual way, as in the other cases. It appears to me that the has succeeded in getting a policy in the Albert; and that the trustees have no pretence for saying that he has kept up any policy in the Western. It will be for the trustees and *cestuis que trustent* to insist that the policy which he has substituted, as it were, with the Albert is subject to the trusts of the settlement, and that any benefits coming from it they are entitled to.

Cracknall.—What will your Lordship say about costs?

Horsey.—This is entirely without precedent; there has been nothing to guide us.

Lord CAIRNS.—There was a case which you have probably not heard of, rather in the same direction, *Balfour's case* (16 S. J. 534), I do not go so far as to say that it governs this.

Horsey.—One never saw a settlement like this.

Lord CAIRNS.—I cannot say that the trustees were not justified in taking my opinion about it. I will not order them to pay costs.

COUNTY COURTS.

BURNLEY.

(Before W. J. S. DANIEL, Esq., Q.C., Judge.)

May 25.—*Howarth* v. *Sagar*.

Master and apprentice—Mutual covenants.

Mr. DANIEL gave the following judgment in this case, which was heard a fortnight ago:—The plaintiff in this case is an apprentice, and sues as an infant to recover from the defendant, his master, the sum of 1s. 4d. as the balance of wages. The amount in question, though small, is represented to involve a principle of considerable importance to masters and apprentices in this district in determining their respective rights and liabilities under the form of apprenticeship indentures in general use here. In the present case the indenture is dated the 24th September, 1867, and made between the plaintiff, described as the son of Matthew Howarth, collier, of the first part, and Matthew Howarth of the second part, and the defendant, Thomas Sagar, machine-maker, of the third part, and thereby the plaintiff with the consent of his father bound himself as apprentice to the defendant from the date thereof until the 18th April, 1876, to be by him exercised, instructed, and employed in the trade or business of a mechanic, and the said Matthew Howarth, for himself, his executors, and administrators, and for said Wm. Howarth and the said Wm. Howarth for himself covenanted with the defendant that the plaintiff should honestly and faithfully serve the defendant as such apprentice from the date thereof up to the 18th April, 1876, &c., and should at all times during that time behave himself as a good and faithful apprentice ought to do, and particularly be conformable to the rules and regulations which should from time to time be prescribed by his master for the general conduct of the persons employed by him. In consideration whereof the defendant for himself, executors and administrators, promised and agreed with the plaintiff that the said defendant, his executors, administrators, and assigns, would from the date thereof until the 18th April, 1876, teach and instruct or cause to be taught and instructed, the plaintiff in the trade or business of a mechanic, and also would pay in wages during the apprenticeship to the plaintiff or his assigns weekly and every week the sum of 4s. 6d. until the 13th July next, and then weekly sums during succeeding years increasing at the rate of 1s. year, until the 18th April, 1876, when the plaintiff would attain his 21st year (the weekly payment during the present year is 8s. 6d.). The indenture further provided for a new master being found for plaintiff by defendant's executors in event of defendant's death; and also that defendant might retain plaintiff's wages to recoup losses occasioned to him by plaintiff's sickness, default, or absence without consent; and that plaintiff's wages should stop in case of defendant not requiring plaintiff's services through the breaking down of the steam engine, or similar cause. Upon the execution of this indenture the plaintiff entered upon, and has ever since continued in the defendant's service under it, and the sums agreed to be paid for his weekly wages have been paid in full up to the 16th March.

For the week ending the 23rd March the sum of 7s. 2d. only was paid, the sum payable according to the deed being 8s. 6d., and for the difference this action is brought, and the question is whether upon the true construction of the indenture the covenants of the respective parties are separate and independent, or mutual and dependent, it being contended on the part of the plaintiff that the covenant to pay the weekly sums was an absolute covenant upon which the defendant was liable independently of any neglect or breach of duty on the part of the plaintiff, and that if there was any such neglect or breach of duty, which the plaintiff denied, the defendant had his remedy by a cross action for damages against the plaintiff's father under his covenant, and a

further remedy before the magistrates under the Acts relating to masters and apprentices for payment by the plaintiff of any damages the defendant had sustained through any breach of contract by the plaintiff, and for his committal to prison for neglect of work, and for putting an end to the indenture altogether if the magistrates in their discretion thought it right to do so. On the part of the defendant it was contended that on the true construction of the indenture the covenants on his part to teach and pay wages are dependent upon the proper performance by the plaintiff of his covenants, to be instructed and employed and at all times to behave as a good and faithful apprentice, and to be conformable to the rules and regulations from time to time to be prescribed by the defendant for the general conduct of the persons employed by him, and that as to taking proceedings before the magistrates he was not bound to take them; he had no desire to send the plaintiff to prison; he desired his faithful service as an apprentice, and it would be against his interest to have the apprenticeship put an end to, as the plaintiff's services, honestly rendered, would be of value to him during the latter part of the term, and a compensation for the payments that had been made during the earlier part of the term, when the services are not valuable.

I am clearly of opinion that the remedies before the magistrates are cumulative and not substitutional, and that whatever right either party may have under the indenture may be enforced here. The plaintiff's objection on this point if good against the defendant would be equally good against himself, and shows that the present action is not maintainable, as he might recover before the magistrates any wages that, being justly due, are improperly withheld from him. The question whether the covenants are dependent or independent must therefore be determined upon the true construction of the indenture. The principle is thus laid down by Lord Mansfield: "That the dependence or independence of covenants has to be collected from the sense and meaning of the parties, and that however transferred this might be in the deed their precedency must depend on the order of time in which the interest of the transaction requires their performance. *Kingston* v. *Preston*, cited in *Jones* v. *Barkley*, Dougl. 684. See Sir E. V. Williams' notes to Saunders' Reports, vol. i, p. 83." Applying that principle to the present, the payments being to be made weekly as wages for service rendered, and increasing year by year as the services to be rendered become more valuable from the greater skill and experience of the apprentice acquired through the teaching of the master, it seems to follow that the right to the payment is dependent on the performance of the service, and the plaintiff cannot recover unless he shows that he has performed his part of the contract. To the defendant's covenant to pay the plaintiff's relative duty to serve appears to be directly in the nature of a condition precedent: *Ellis* v. *Topp*, 20 L. J. 242. In *Raymond* v. *Minton*, 14 W. R. 675, L. R. 1 Ex. 244, it was held that the willingness of the apprentice to learn is a condition precedent to the master's liability to teach, and *pari ratione* the willingness of the apprentice to serve is a condition precedent to the master's liability to pay the wages of service. Were it not so it would follow that if the master had during the earlier years of the service paid for services not valuable, the apprentice might by wilfully refusing to work as he ought during the later years of his apprenticeship deprive the master of the benefit of his then more valuable services, which, as observed in *Ellis* v. *Topp*, p. 246, "Are a compensation to the master for the instruction in the commencement of the apprenticeship, and so analogous in some degree to an apprentice fee payable *in futuro*." The question then remains to be considered as one of fact—has the plaintiff properly performed his part of the contract, treating his service as a condition predecent to his right to recover his wages? [His Honour then proceeded to consider the facts. From the evidence it appeared that the plaintiff had been for some time idle. In February last he was put to work at a new machine, a turning lathe, which he quickly learnt to work properly. At this lathe his duty was to turn and prepare ready for the fitter various pieces to be used in making and completing looms. The proper and regular completion of this work was necessary to enable the fitter to proceed with his work. In the beginning of March complaints were made by the fitter of being delayed through the plaintiff's idleness and neglect of work, and the plaintiff expressed a wish that the foreman would put him on piece-work. The foreman did so, and gave him a list of prices. For the different pieces he had to do, it was calculated that if he did his work properly and diligently he would be able to earn 10s. a week instead of 8s. 8d., working the regular time of fifty-four hours per week. He began in good earnest, and earned during the first twenty-four hours 4s. 4d. When at home, however, he told his father that he had been put on piece-work, and both the father and mother objected, and told him not to do piece-work. The plaintiff yielded to this advice, and at the end of the first week he had not done work to the amount of 8s. 6d., it only amounting to 7s. 2d., which was paid him, and the 1s. 4d. being the difference, sum for which this action was brought. In each week since he had earned less than 8s. 6d. His Honour proceeded.] The evidence as to the value of the work, according to the schedule of prices fixed by the foreman, can be regarded only as a test to ascertain the fact whether the plaintiff had properly performed his part of the contract. The defendant has no right to force upon the plaintiff payment by piece-work, in lieu of the weekly wages, so as to vary the terms of the apprenticing contract, but I am of opinion that the defendant for his own protection may adopt a scale of prices, by which to test the proper performance by the plaintiff of the work he ought, as an apprentice, to do; and if he finds the work is not done to the extent to which it ought to be done, to refuse payment altogether. But it is essentially necessary to see that the test which the defendant applies is a *bonâ fide* test, and just and proper towards the plaintiff. The evidence in this case satisfies me that it is so. [His Honour examined the evidence.] Upon the evidence I am satisfied that the *bonâ fide* object of the master in testing the fact of the plaintiff's work being properly done by means of the value to be ascertained by the list of prices was not to substitute piece-work to his own benefit in any event, but to secure the proper performance by the plaintiff of his duty, by offering him a pecuniary advantage over and above what he would be entitled to under his apprenticeship contract. The plaintiff is not bound to accept this benefit, but, whether he does or not, he cannot recover his wages, or any part of them, in this court unless he proves he has performed his part of the contract by behaving as a faithful apprentice ought to do, and being conformable to the rules and regulations prescribed by the defendant for the general conduct of the persons employed by him, and this he has failed to do. The judgment will therefore be entered for the defendant, and the plaintiff having sued without a guardian (as he may do in this court, for wages) there will be no order for costs.

APPOINTMENTS.

Mr. GWILYM WILLIAMS, barrister-at-law, has been appointed by the Home Secretary to be stipendiary magistrate for the Llantrissant, Pontypridd and Rhondda Valley district, in the county of Glamorgan, under the provisions of an Act of Parliament recently passed. Mr. Williams' father established the *Cambrian Daily Leader*, a Liberal paper in South Wales, which was discontinued about two years ago. The new magistrate was called to the bar at the Inner Temple, in June, 1863, and for many years resided at Miskin Manor, within the newly formed sessional district; and has, until he recently resumed his practice at the bar, been in the constant and active exercise of his functions as a Justice of the Peace at Pontypridd, Aberdare, and at Quarter Sessions. One of Mr. Williams' qualifications for his new magisterial office is said to be a thorough knowledge of the Welsh language. He was sworn in at the Court of Queen's Bench, before Mr. Justice Hannen, on the 6th instant.

Mr. GEORGE SPACKMAN, solicitor, of Bradford-on-Avon, Wilts, has been appointed by C. F. D. Caillard, Esq., judge of circuit No. 52, to be Registrar of the Trowbridge County Court, in the room of Mr. Frederick Webber, deceased. Mr. Spackman was admitted an attorney in 1849, and has been for several years Registrar of the Bradford County

Court, the duties of which office he will continue to perform in addition to those of Registrar of the Trowbridge Court.

Mr. W. PICTON EVANS, of the firm of Messrs. Jenkins and Evans, solicitors, Cardigan, has been appointed Clerk to the Magistrates for the Petty Sessional Division of Troedyrawr, in the County of Cardigan, and also for the Petty Sessional Division of the Hundred of Kilferran, in the County of Pembroke, jointly with his partner, Mr. R. D. Jenkins. Mr. W. Picton Evans was admitted in Trinity Term, 1861.

Mr. ROBERT ROBSON BLYTH, solicitor, York, has been appointed Steward to the Ladies of the Manors of Holtley and Bugthorpe-with-Stockton, in Stockton. Mr. Blyth was certificated in 1860, and is a member of the Yorkshire Law Society.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 7.—The *Church Seats Bill* was read the third time and passed.

The *Intoxicating Liquors (Licensing) Bill*.—On the order of the day for considering the report of amendments, this Bill was recommitted at the suggestion of the Marquis of Salisbury, for the better discussing the amendments.

Clause 3 was struck out on the motion of Earl Kimberley, in order that the Bill might come into operation immediately after it passed, instead of at the date originally intended, to which end it would be necessary to provide a machinery for new licensing bodies.

To Clause 4 (prohibiting the sale of intoxicating liquors without license) words were added, on the motion of Earl Kimberley, which would have the effect of forfeiting the liquor and vessels in which it was contained, at the option of the Court where this offence was proved, and of remitting the penalty in the case of the death or bankruptcy of the offender.—The Duke of Richmond moved an addition to the clause requiring, in effect, that grocers selling liquors in bottle should take out a certificate from licensing justices, and placing them under the same police supervision and hours of closing regulations as holders of retail licenses under 32 & 33 Vict. c. 27. He did not intend this to apply to wine merchants.—Earl Kimberley could not possibly accept this amendment, which would fetter trade and create a new monopoly; but he was willing to subject the grocers and licensed victuallers to identical provisions and penalties. Besides, the restriction on grocers while wine merchants were left free, would be an extraordinary anomaly.—The Duke of Richmond admitted that anomaly, and would be satisfied if Earl Kimberley would place grocers under the same provisions as publicans with respect to hours of closing and adulteration.—On this understanding the amendment was withdrawn, and the clauses agreed to.

Clauses 5—41 were agreed to with slight amendments of detail.

On clause 42 Earl Grey moved a clause to enable the town council, or other local authority, to take the retail trade in intoxicating liquors within the district into their own hands. He described the manner in which this principle had been carried out in Gothenburg, to the benefit of the local rates and the diminution of drunkenness.—Lord Kimberley could not agree to a proposal which was, however, he admitted, well worthy of consideration. He doubted whether the local authorities in this country could be safely entrusted with such powers.—The proposed clause was then negatived, and the Bill, with amendments, reported.

June 10.—The *Parliamentary and Municipal Elections (Ballot) Bill*.—The Marquis of Ripon moved the second reading.—Lord Grey opposed the motion.—The Duke of Richmond, as the Bill had come up a second time supported by large majorities of the other House, and by all the power of the Government, would not, though he disliked the Bill, oppose the second reading. But he should in committee propose several amendments—*e.g.*, that secret voting should be optional, and not compulsory, and that there should be the power of tracing votes if given wrongfully and corruptly.—Earl Shaftesbury, though agreeing with Earl Grey, and thinking that the country dishonoured itself by a proposal for secret voting, was for giving the Bill a second reading.—Lords Ravensworth and Salisbury, and the Duke of Rutland, opposed the second reading.—Lords Cowper and Rosebury supported it.—Lord Carnarvon opposed the principle of the Bill.—Lord Belmore recommended it.—The Lord Chancellor deprecated the unconditional rejection of the Bill; the Bill was, he said, demanded by the country.—Lord Cairns said the Bill led to unlimited suffrage; it would result in a large number of persons not caring to exercise their votes; and the unintelligible complications of the measure would disfranchise a large number. He believed that half the constituency would be disfranchised by the measure, which he could not support.—Lord Denman opposed the second reading, which was carried by eighty-six to fifty-six.

The *Statute Law Revision Bill* passed through committee.

The *Juries Law (Ireland) Amendment Bill* was read a third time and passed.

June 13.—*Baptismal Fees Bill*.—This Bill, which is to abolish fees for baptisms and on registering baptisms, was read the second time on the motion of the Bishop of Winchester.

The *Intoxicating Liquors (Licensing) Bill* was read the third time and passed, Earl Kimberley having previously added two clauses—one enabling the Inland Revenue Commissioners, when a refusal of license is under appeal, and the convicting court, where a conviction resulting in forfeiture is under appeal, to license the carrying on of business pending the appeal, the other providing that county and borough justices shall make rules as to notices to mortgagees of licensed premises.

The *Statute Law Revision Bill* was read the third time and passed.

HOUSE OF COMMONS.

June 7.—The *Burial Grounds Bill* was read the second time on the motion of Mr. Cross, Mr. O. Morgan withdrawing his opposition to the motion, but stating that in Committee he should move amendments.

June 10.—The *Bishops' Resignation Act* (1869) *Perpetuation Bill*. — Adjourned debate on the motion for second reading.—Mr. Monk appealed to Mr. Dickinson to withdraw his opposition to the second reading, and suggested to the Prime Minister that the operation of the bill should be limited to three years.—Mr. Gladstone was willing to limit the operation of the bill, but not to so short a period as three years.—Mr. Dickinson withdrew his amendment, and the bill was read a second time.

Justices' Decisions.—Mr. Hunt introduced a bill to amend the practice of the Courts of Law with respect to the review of the Decisions of Justices.

June 11.—The *European Insurance Association Society Bill*.—Mr. Eykyn opposed the third reading, and moved that the bill be recommitted; his objection was solely to the employment of ex-Chancellors as arbitrators. He eventually withdrew his opposition, but gave notice of a resolution on the general subject.—The bill was then read a third time and passed.

The *Criminal Trials (Ireland) Bill*.—Sir C. O'Loghlen moved the second reading. He said the measure was a supplement to the bill for the amendment of the jury system in Ireland which was introduced into the other House last Session by Lord O'Hagan, and in the draughting of which some mistakes occurred which had hitherto rendered the bill a dead letter, although a bill was now before the other House. His present bill dealt with the right of challenging jurors; and was intended to provide that jurors in criminal trials in Ireland should henceforth be chosen, as in civil trials, by ballot, and to abolish the power of the Crown in such trials to set aside jurors without cause assigned.—The Attorney-General for Ireland opposed the motion, urging that the Act passed last year, should have a trial. Ultimately the bill was lost, 165 to 28.

The *Master's and Workmen's (Arbitration) Bill* was, on the motion of Mr. Mundella, read the second time.

June 13.—*The Galway Election Petition*.—The report of Mr. Justice Keogh on the Election Petition having been read by the clerk at the table, Mr. Gladstone moved that

the clerk of the Crown be directed to attend with the last return for Galway, and to amend the same by erasing the name of Captain Nolan, and substituting that of Captain Trench.—Sir C. O'Loghlen, who had given notice of his intention to oppose this motion, appealed to Mr. Gladstone to postpone it until next day, on the ground that until the report and the evidence were all before the House it would be impossible to discuss the judgment of the Common Pleas—a judgment, he added, which rested on no authority, and was without precedent.—Mr. Bouverie cited the language of 31 & 32 Vict. c. 125, ss. 11, 13, to show that the House had parted with all jurisdiction in election matters, and had no discretion but to amend the return and give the seat to Captain Trench.—Mr. Gladstone took the same view of the Act.—Mr. Disraeli, as the author of the Act, said the question of an appeal to the House was raised at the time and deliberately decided in the negative.—Sir C. O'Loghlen suggested the reconsideration of this point of an appeal when the Act came to be made permanent in the Corrupt Practices Bill.

The *Court of Chancery Funds Bill.*—On the order for the consideration of this bill as amended, Colonel French moved its recommittal, as regards clause 21, his object being that the Accountant-General should retire on full salary, instead of on two-thirds.—The Chancellor of the Exchequer thought the claim on the part of the Accountant-General a fair one.—Colonel French's motion was carried by 140 to 54.—The House then went into committee on the bill, and following the precedent of the settlement upon the abolition of offices in bankruptcy, and in order to meet the objection to giving a statutory claim to the full salary, the bill was amended, so as to leave the amount of the pension to be fixed by the Lord Chancellor, provided it did not exceed the full salary.

OBITUARY.

MR. MATTHEW DAVENPORT HILL, Q.C.

The death of the senior on the list of Queen's Counsel, Mr. Matthew Davenport Hill, late Recorder of Birmingham, and Commissioner of Bankruptcy for the Bristol district, occurred on the 7th ult. at his residence near Bristol, when he had almost completed his eightieth year. Mr. Hill was born at Birmingham in 1792, and was the son of Thomas Wright Hill, an active member of the Astronomical Society in its early days, and the founder of a well-known school which is still carried on at Tottenham by one of the same family. Mr. Hill assisted his father in the conduct of the school at Birmingham until 1816, when he went to London to enter himself as a student at Lincoln's Inn, and was called to the bar in 1819. His first case, which was argued in the same term in which Mr. Hill was called, was a memorable one, viz., *Rex* v. *Borron*, arising out of what is still known as the "Manchester massacre." The case in which he first showed great forensic ability was an equally notable one, and occurred the following summer on the Midland Circuit, of which he afterwards became the leader. He was retained to defend Major Cartwright at Warwick, who, with other distinguished members of the Reform party, was tried on a charge of seditious conspiracy. The conspiracy consisted in having convened a meeting at Birmingham, which went through the form of electing a gentleman as member of Parliament for the town, although it was not at the time a Parliamentary borough. Mr. Hill failed to carry the verdict, but his able conduct of the case won him much admiration, and especially that of the late Lords Brougham, Denman, and Truro, who were still at the bar, and this slight connection resulted in each case in a friendship that lasted through life.

From this time Mr. Hill's business at the bar steadily increased, whilst he found time for much other useful work. In 1822 he published a work entitled "Public Education," which attracted much notice. He was also one of the original and most active members of the Society for the Diffusion of Useful Knowledge, which was founded in 1826, and which effected quite a revolution in the price and circulation of every kind of literature that had any claim to utility. Mr. Hill took an active share in the labours of the Liberal party to attain Parliamentary reform, and was returned for Hull in the first reformed Parliament. His work in the House was chiefly in the direction of law reform, and his able support of the bill for allowing persons charged with felony to employ counsel in their defence deserves especial mention. He also advocated municipal reform, but his labours in this respect found no favour in Hull. The constituency was largely composed of "freemen" whose existence was threatened by the proposed changes, and Mr. Hill lost his seat in consequence of his efforts at the next election.

In 1834 Mr. Hill received his silk gown with a patent of precedence. The author of "The Bench and the Bar" in speaking of his speech in a famous election petition in 1835 says: "There was in that speech a striking union of intellectual and professional attainments with a zeal and boldness in the cause of his client which it would be impossible to surpass." In 1838 he won general respect and admiration by his gratuitous defence of twelve men who had been condemned to transportation by a Canadian Court for political offences in Canada, and who were brought to London on a writ of *habeas corpus* obtained on the ground of an illegal conviction. In the case of six of these men Mr. Hill succeeded in quashing the conviction. The case of the Baron de Bode, a name familiar to readers of old reports, is intimately connected with Mr. Hill. Property belonging to the Baron de Bode had been confiscated during the French Revolution, and as a British subject he had claimed indemnification for his losses from a fund amounting to seven millions which had been paid by the French to the English Government for the liquidation of such claims. Mr. Hill sat as the Chairman of a Committee of the House of Commons appointed on his motion to inquire into the justice of the Baron's case. But the dissolution of Parliament occurred before the committee reported. Mr. Hill also argued the case gratuitously and with success in the lower courts, but failed to convince the Court of Appeal.

In 1839 Birmingham was created a borough, and Mr. Hill was appointed the first Recorder of his native town. From that time forward his labours in the amendment of the law and the development of the principles which have since been adopted as the basis of penal discipline and criminal treatment in this and other countries obtained a wide publicity by means of his charges to the Birmingham grand juries. They have since been collected with much useful supplementary matter in a work entitled "Repression of Crime," which has become a standard work of reference on that subject. He was also one of the earliest and most zealous advocates for the foundation of reformatories for juvenile offenders. These philanthropic labours were the more successful because enthusiasm was always tempered with sound judgment and practical common-sense. Mr. Hill led his circuit for some years, but eventually left it in order to devote himself exclusively to his London business, which became so heavy both in Parliamentary Committee Rooms and in the Common Law Courts that his health began to fail him. He accepted a Commissionership in the Bristol Court of Bankruptcy, which he held until the Bankruptcy Act, 1862. On the abolition of his office by that Act, Mr. Hill retired on full salary. He had previously, in 1866, resigned the Recordership of Birmingham.

Mr. Hill leaves five children, viz., Mr. Alfred Hill, late Registrar in the Birmingham Court of Bankruptcy; Mr. Berkeley Hill, Surgeon to the University College Hospital; and three daughters, all of whom have been zealous co-operators in the philanthropic labours with which Mr. Hill's name will be always identified.

MR. A. HAYMES.

Mr. Arthur Haymes, solicitor, of Leamington, and of Great Glenn, Leicestershire, died on the 2nd June, at the age of 62 years. He was the last surviving son of the late Robert Haymes, Esq., of Great Glenn (who was a Justice of the Peace and Deputy Lieutenant for Leicestershire, of which county he had been High Sheriff), by his wife Dorothy, daughter of the Rev. Richard Buckley, of Sego, county Armagh. He was born in 1809, and certificated a solicitor in 1830; for many years he held the offices of clerk to the commissioners of land, assessed, and property taxes at Leamington, and also clerk to the paving commissioners of that town. He inherited the Leicestershire estate on the

death of his brother, the Rev. John Haymes, J.P., who was rector of Gaulby, in 1859. The deceased gentleman married, in 1833, Ellen, daughter of John Evered Poole, Esq.; and by her he had several children, his eldest son being the Rev. Robert Evered Haymes, M.A., of Trinity College, Oxford, and incumbent of Hopesay, Salop, who now becomes the owner of Great Glenn, and lord of the manor of Great Wigston. The reverend gentleman was born in 1837, and married, in 1865, Jane Harrietta Martha, elder daughter of Major General J. L. Green, of Aston Hall, Shropshire.

MR. H. GOODMAN.

The office of Clerk of Indictments on the Norfolk Circuit has become vacant by the demise of Mr. Thomas Goodman, barrister-at-law, who expired at Brighton on the 8th June, at the early age of 32 years. Mr. Goodman was originally a solicitor, having been admitted in 1861, and was for several years a member of the City firm of Nelson & Goodman, solicitors, of Gracechurch-street. He succeeded Mr. A. H. Wardell in the office of Clerk of Indictments on the Norfolk Circuit, and was called to the Bar in May, 1871, practising at the Central Criminal Court and Middlesex Sessions.

SOCIETIES AND INSTITUTIONS.

SOLICITORS' BENEVOLENT ASSOCIATION.

The twelfth anniversary festival of this association was held on Thursday at Willis's Rooms, St. James's, under the presidency of the Right Hon. Lord Cairns, when upwards of 140 members and friends sat down to dinner. Amongst the company were Lord Chief Justice Sir William Bovill, H. W. Cole, Esq., Q.C., Hon. G. Denman, Q.C., M.P., C. G. Prideaux, Esq., Q.C., G. Little, Esq., Q.C., A. Staveley Hill, Esq., Q.C., M.P., W. C. Fooks, Esq., Q.C., G. Osborne Morgan, Esq., Q.C., M.P., S. B. Bristowe, Esq., Q.C., J. B. Torr, Esq., Q.C., J. N. Higgins, Esq., Q.C., Rev. John Davies, Mr. Serjeant Robinson, Douglas Straight, Esq., M.P., J. H. Dart, Esq., Dr. Sharpe, L. B. Clarence, Esq., G. W. Collins, Esq., F. A. Philbrick, Esq., J. E. Linklater, Esq., G. Daw, Esq., J. Dixon, Esq., Captain Pountain, J. S. Torr, Esq., G. B. Gregory, Esq., M.P., F. H. Janson, Esq., W. S. Cookson, Esq., E. Banner, Esq., J. Kendall, Esq., W. Bevan, Esq., J. Monckton, Esq., W. B. Brook, Esq., E. Hedger, Esq., S. Smith, Esq., E. Bromley, Esq., H. Briggs, Esq., W. Ruston, Esq , J. Drummond, Esq., W. Drummond, Esq., R. A. Payne, Esq., W. Chubb, Esq., W. H. Rowland, Esq., Messrs. Fluker & Evans (Birmingham), &c., &c.

The usual loyal toasts of the Queen, the Prince and Princess of Wales, and the other members of the Royal Family, were given by the Chairman, and cordially received. The "Army, Navy, Reserve Forces, and Volunteers" was also proposed by the Chairman, who said that it was pretty generally acknowledged from the time of Lord Coke downwards that a state of war was not favourable to the legal profession, and amongst other suggestions for preventing war one of the most modern and popular was that of referring international disputes to arbitration. (Laughter.) He was not at all sure but that if lawyers were employed to draw up the necessary instruments—(laughter)—and to conduct the proceedings in the ordinary way, the result might be both lucrative and satisfactory, but in order to be prepared for any emergency, and on the old-fashioned principle of having two strings to one's bow, he would propose with great cordiality the health of the Army, Navy, and Volunteers.

Captain POUNTAIN returned thanks on behalf of the militia.

Mr. G. OSBORNE MORGAN proposed the health of Her Majesty's Judges. He said Lord Macaulay had remarked that amongst the many benefits which he owed to our glorious revolution, was the independence and high character of the bench. It was a proud thing for an Englishman to be able to say that, whatever might be his position in society, he was always sure of a fair and impartial trial. Speaking for himself, it would be ungrateful if he did not bear testimony to the uniform courtesy with which the Bar were always treated by the Bench, and that too without any loss of dignity on the one side or independence on the other. During an experience of a quarter of a century he had never known the administration of justice interrupted by a single untoward incident, and considering the shifts to which counsel were sometimes put in discharging their duty to their clients, he must say he thought judges must be endowed with more than a human share of the virtue for which Job was famous. In the present days, all institutions, not excepting the august assembly of which their noble chairman was so distinguished an ornament, were freely criticised and sometimes rather roughly handled, but the judges were not only above suspicion but almost above censure; and this he trusted would long continue to be the case, for it would be a bad day for England were it otherwise. He had spoken of the patience of the judges, and there was present that evening one of whom it might have been said a few months ago, that he was likely to be subjected to the torture to which Virgil subjected one of his heroes, that of having "to sit for ever." (Laughter.) The Tichborne case had passed into matter of history, or at any rate of brass bands and triumphal processions, but there could be but one opinion as to the ability and impartiality of the judge who presided over it. He begged leave to couple with the toast the name of Chief Justice Bovill.

Lord Chief Justice BOVILL, in acknowledging the toast, said his friend had alluded to some of the arduous duties in which he had recently been engaged; but he had been long enough in the profession to know that there were two sides to every question, and that though he might consider himself a model of patience and impartiality, there were some who took a different view. However, he was quite content to defer to the law and be judged by it, and if lawyers gave a verdict in his favour he gladly accepted it. In the particular instance referred to, moreover, he had but to follow in the wake and endorse the opinion of that great constitutional tribunal—a jury. There was no doubt that the judges of the land were indeed worked to the limit of human endurance in their daily and hourly task of administering justice, not only in the metropolis, but at stated intervals throughout the length and breadth of the land. Referring to the association which they were met to support, he said that probably few, if any, of its subscribers were outside the pale of the profession, and it therefore behoved all who had been successful in their efforts in life to do something to assist those who were less favoured. It was in that spirit, no doubt, that so many gentlemen had come together, and that their noble chairman had consented to preside; and he must say it was particularly gratifying to him (Lord Chief Justice Bovill) that both he and the noble Lord had been at one time solicitors—Solicitors-General. The judges were always ready to render their services to the country in any emergency; one, at any rate, was a Volunteer, and at the present moment the Lord Chief Justice of England was gone to a distant part of the Continent for the purpose of assisting in carrying out the principles of international law, and settling differences in that amicable mode which they all hoped would be more successful than some persons seemed to suppose. In fact, their duties were so multifarious that it was almost impossible to suggest any subject which did not in some way or other come under their notice. A remarkable instance in matters ecclesiastical had just occurred; and, as it was said in former days that a prisoner had been acquitted, but desired not to do it again, so the Privy Council had, in a most elaborate judgment, pronounced a gentleman to be not guilty, at the same time telling him to take warning for the future. That judgment proceeded from one of the highest tribunals in the country, and he hoped it would at least have the advantage of satisfying both sides—a result which perhaps some day, from the fusion of law and equity, might be attained in all cases, so that both parties to a cause might retire equally satisfied.

Mr. F. H. JANSON proposed "The Bar," coupling with the toast the name of the Hon. George Denman, Q.C., M.P., and refering briefly to the services rendered by the bar to his own branch of the profession.

The Hon. GEORGE DENMAN, in responding, said it would be affectation to deny that the debt of gratitude which the bar owed to the solicitors must far exceed anything on the other side, which Mr. Janson had alluded to. Solicitors, in the performance of their duty to their clients, had a double duty to perform, viz., to select from the members of the bar those who were really worthy to conduct the particular business in question, and then to assist the gentleman so selected with the attention and learning which they

always bestowed upon the cases brought before them. If the Bar did sometimes perform their duties imperfectly, it might be said in their justification that every day those duties became more and more arduous, for not only had they to study those ancient text-books which were still their best guides, but Acts of Parliament of all kinds were constantly being passed, which, especially when they were called "Consolidation Acts," whether of lands or railway clauses, rendered their task more and more complicated and difficult. In fact, from some defect or other in the legislative process, the law was rapidly getting into a state which must remind everyone of the familiar line in the Latin grammar, "*Monstrum, horrendum, informe, ingens, cui lumen ademptum.*" Nevertheless, he believed that at no previous time was there more, or more well-grounded, confidence in the ability of the English bar to discharge its duties. Whilst it could supply the bench with judges like their chairman, the learned judge on his right, Lord Justice Mellish, and others he could name, the bar need not be ashamed of its position; nor need they fear degeneracy, whilst they could still number amongst their own ranks three such men as Sir R. Palmer, Sir John Coleridge, and Sir J. Karslake. He concluded by expressing his interest in the welfare of the society.

The CHAIRMAN then proposed the toast of the evening—"Prosperity to the Solicitors' Benevolent Association." He said that having drunk the health of the Bench and the Bar, by the logical process of exhaustion they arrived at the most important body of the profession, the solicitors, and though he, like the Lord Chief Justice, had been a solicitor himself he should speak quite freely with regard to them. There was a figure of speech, the name of which he quite forgot, which enabled you, in describing a great character, to take one particular feature and let it stand for the whole, and in the same way the toast of the Solicitors of England was now to be drunk in a form which referred to one of the most excellent features in their character, that of friendliness and charity to their poorer brethren. Before speaking to this point, however, he must say that he looked upon the solicitors of England as one of the most important bodies in our social system. He did not think in any country there was a body possessing similar power, for it was no exaggeration to say that they had "in their order and disposition" the whole of the fixed property of the country. And not only so, but they were the possessors and guardians of all family secrets. If anything occurred causing embarrassment or anxiety, and requiring advice, the head of the family immediately consulted the family solicitor. This conferred an enormous power, and it was really marvellous to consider the way in which it had been used, and the mere fragmentary instances in which it had ever been abused. Mr. Denman had referred to the way in which solicitors distributed their business amongst the members of the bar, and though he had heard the opinion expressed that this was done from motives of friendship and family feeling, irrespective of the interest of the client, he was happy to be able, from his own experience, to give a total denial to such a statement. He began his own professional life in London, not knowing one solicitor, and hardly any one else; and if in the process of time it was his lot to be entrusted by solicitors with the conduct of their business he could attribute it, not to any merit in himself beyond this, that they believed he would honestly endeavour to do his best in any matter entrusted to him. (Cheers.) The position of solicitors in this country was a very great position, and looking at those who rose to the front he was glad to think it was a lucrative one; not at all too lucrative, for he knew nothing so engrossing, nothing that so absorbed the whole time and ability of a business man, as the work of a solicitor, and there was none which deserved more ample remuneration. He rejoiced, therefore, that those who succeeded, and even many who could not be said to come quite to the front of the profession, yet found it a lucrative one; but as had been already said that evening there were very few questions which had not two sides to them, and he was afraid not only in the metropolis but throughout the length and breadth of the land there were many who did not find the profession so remunerative as one demanding the education and training which it demanded might be expected to be. But it was to meet the differences and disappointments and exigencies which must arise in a profession of that kind that the Solicitors' Benevolent Association was designed. Nothing filled him with greater sympathy than to imagine the case of an educated man who had entered upon one of the learned professions, and who, from failure of health or from other circumstances, over which perhaps he had no control, found that he must abandon at once and for ever for himself and his family any hope of being able to maintain that position in the world to which he looked forward with pride and sanguine expectation. One of our best English writers told the story of a man who endeavoured to convey to his own mind some idea of what slavery was, and found that really his mind could entertain no clear or definite perception of it. However, on one occasion he went to the narrow door of some miserable dungeon, and looking through the small slit that admitted light saw a man inside pale and wan, reduced by ill health and suffering of every kind almost to a skeleton, and observed him notching upon a stick the record that another day of misery had passed over his head. Then he said he knew what slavery was. Just in the same way it was difficult, when speaking only in generalities, to picture to one's self the distress which a society of this kind addressed itself to relieve; but taking the case of an individual such as he had alluded to becoming a solicitor, perhaps marrying and having a family in the prospect of being able to support them; and then fancy such a man struck down by sickness, overborne by ill health, unable to attend business; fancy him without a friend, with the daily increasing cares and burdens of life pressing upon him; and going beyond that, fancy him passing away and his family remaining behind. Drawing such a picture, one could realise the work which such a society had to perform. A great writer, and what was more a thinker, of the present day, Mr. J. S. Mill, said that one of the great dangers of the time was the tendency which existed to fall into individualism—in other words, of every man to think for himself simply and not of those around him. He was not at all sure that that was not a great danger in the present day as distinguished from days gone by, when there seemed to have been a greater idea of fraternity and fellowship in members of the same business or profession, as evidenced in the various city guilds and companies. It would be a good thing if there was a little more of that spirit in the present day, and he rejoiced to see the germs of it in the Solicitors' Benevolent Association. He found it had been in existence now for ten or eleven years, and it seemed to have made a fair progress in the time; still he thought it ought to have greater success. There were upwards of 10,000 solicitors in England, and although he quite admitted that there were many to whom even the payment of a guinea a-year would be a matter of importance, still he thought they might fairly look for 5,000 solicitors to become members of the society, which would ensure them, according to the plainest principles of arithmetic, an income of £5,000 a-year. With such an income, what an immense deal of good might be done. What misery might be prevented—what blessings might be carried into the homes of those poor afflicted families, one of which he had endeavoured to describe. He understood that in former years only the income of the funded property had been applied in relief, but that of late years the principle had been adopted of applying to that purpose also the annual subscriptions. He could not help saying that accumulated funds, although they were very good things, had this evil attending them, that they tended to relax the exertions made from year to year to get subscriptions; and therefore he considered the wisest course, would be with a moderate accumulated fund, to concentrate all endeavours on obtaining as many annual subscriptions as possible. He saw no reason why the present generation should accumulate funds in order to save the next from bringing in their annual subscriptions. Solicitors and the profession generally should be accustomed to believe that this was a fair and reasonable demand to be made upon them as men of good feeling, and having some sympathy for those who might not be in so good a position as themselves at the present time or hereafter, that they should set apart a moderate sum to swell the annual subscriptions of this society. He believed such a course would prove the real secret of prosperity to the society, and would lead to the enrolment of so many members as would produce, not a large accumulated fund, but a regular income of £5,000 or £6,000 a-year.

The SECRETARY (Mr. Eiffe) then announced the subscriptions and donations, to the amount of between £700 and £800, including seventeen new life members at £10 10s. each, and sixty-three new annual subscriptions.

Mr. G. B. GREGORY, M.P., then proposed the health of the Chairman, which was suitably acknowledged by Lord Cairns, and the company separated about 11 p.m., after partaking of tea and coffee.

The musical arrangements were conducted by Mr. W. H. Fielding, assisted by Miss Jane Wells, Miss Marion Severn, Mr. Montem Smith, Mr. Lawler, and Mr. J. L. Hatton (who presided at the pianoforte), and gave general satisfaction. Mr. Goodchild officiated as toastmaster.

UNITED LAW CLERKS' SOCIETY.

The Fortieth Anniversary Festival of this most excellent Society was held on Saturday evening last at the Freemasons' Tavern, under the presidency of Sir J. Duke Coleridge, Q.C., M.P., Her Majesty's Attorney-General.

Amongst numerous other gentlemen present we observed the following:—The Hon. G. Denman, Q.C., M.P., Mr. H. T. Cole, Q.C., Mr. H. Fox Bristowe, Q.C., Mr. Bovill, Q.C., Mr. C. Milward, Q.C., Mr. Horace Lloyd, Q.C., Mr. Montague Bere, Q.C., Mr. Locock Webb, Mr. Bagshawe, Mr. Gamlen, Mr. Walters, Mr. Walter Hughes, Mr. Burrowes, Mr. F. O. Crump, Dr. Stallard, Dr. Anderson, Mr. Bayford, Mr. Dyson, Mr. F. Burney, Mr. March, Mr. Clarke, Mr. Hicks Smith, Mr. G. Lewis, Mr. J. Lewis, Mr. Pope, &c., &c.

The Royal toasts customary on such occasions having been duly honoured,

Mr. MILWARD, Q.C., responding on behalf of volunteers, expressed a regret that more law clerks did not enrol themselves as members of Volunteer corps.

The CHAIRMAN proposed the toast of the evening, "Prosperity to the United Law Clerks' Society," and in doing so said: Gentlemen, you will naturally expect that, as your chairman, I should say a few words to you in introducing this toast. The words which I shall utter must be very few; for of the details of the working of this society you must be better judges than I. With the history of its foundation and its subsequent career you must have a far better acquaintance, and of its practical value you must possess a far wider and longer experience. But, gentlemen, I think that no man who reflects can feel there is any doubt about the value of a meeting such as that which I see before me to-night, or as to the merits of the society which has called us together, and which we meet here this evening to support. Members of a common profession, we assemble for a good, a legitimate purpose; which is, as I understand it, to lessen, if we can, the privations, and to minister if we can to the necessities of many men who have been at work in some of the most laborious and perhaps the worst requited work-fields of the profession; but who, in the course of their labours, have either been smitten down by sickness or been worn out by age; and in the cases of those who have been removed by death to alleviate, so far as is possible, the sorrows of those whom they may leave behind them. Such persons we endeavour to assist honourably and kindly. We try, without wounding their self-respect, to give to them more perhaps than their contributions would warrant, but, nevertheless, to give to them only in return for some contributions, as the result of some amount of membership, and of necessity therefore, some self-denial and self-restraint. It is a very gratifying thing to feel that all members of the profession, from the highest to the lowest, can unite in a cause like this harmoniously together. From our patron the Lord Chancellor, whose ability, learning and position constitute, in the minds of those who have the happiness to know him, the least of his titles to respect and admiration, whose stainless character and whose noble life confer a dignity upon the profession over which he presides—from him, through the judges of the land, the Queen's counsel and barristers, down to the youngest clerk who joined us yesterday, all of us may unite, and all of us I believe do unite, in a perfectly good and legitimate object, and desire to advance it by perfectly good and legitimate means. Gentlemen, at this juncture of public affairs it may perhaps, in an Attorney-General, be not altogether inappropriate to point out to you the "indirect claims" which this society has upon your support. I hold it to be a very great and important gain to unite all branches of our common profession in one common end. In truth, in this country, where social distinctions are so sharply marked, and where it has long been the custom and the law of the land that the various branches of the profession should be kept so carefully separate, anything which makes us feel and act for one another and recognise that there is between us some common tie is in my mind and judgment of inestimable price. Gentlemen, the great and glorious profession to which we belong is sometimes subjected, at the hands of those who do not belong to us and who do not understand us, to some criticism, perhaps just, but to a great deal more of very vulgar and very ignorant abuse. As lawyers we need not set out to defend our own profession to ourselves, nor am I about to do so. But this I will say, that however lawyers may be open to criticism in making money, at least it is true that they are noble, and high-minded, and generous in spending it. I never went to any legal friends with a tale of legal sorrow but I met with an instant, a generous, and open-handed answer. For myself I can say (and I believe there is not a man present who, if he were asked, would not confirm my statement) that I have known in the profession a multitude of acts of delicate, kindly, and princely generosity, done quietly, almost secretly, without any pretence or ostentation, such as would put to the blush the charities of many of those men who are so fond of aspersing us. But, gentlemen, in this matter, lawyers often fail for want of knowledge. Plunged up to the throat, as many of us are, in daily and nightly work, many a lawyer's sorrow passes by as unknown and unrelieved only because it is unknown. But this society appeals to us all, and I believe will not appeal in vain. All the great men of the profession—judges, Queen's counsel, barristers, and other distinguished members of it—may rejoice to find in a society of this kind a national channel for some portion at least of that which they have to give away; a channel which every reasonable man will be glad to find; a channel as to which it is certain that the stream of bounty will flow to some good purpose. And, gentlemen, if the gifts which we make in this way are of use to others, it is certain that in the kindliness which they engender, and the common tie which they compel us to recognise, they are of infinite value to ourselves. The quality of this giving is like the quality of mercy described by the lovely lawyer in the "Merchant of Venice." It is "twice blessed; it blesseth him that gives and him that takes." But, gentlemen, as you might naturally expect, the "direct claims" of this society upon you are much stronger still. You are doing, as I understand, a great and useful work, and you are at present flourishing and rich. Most of the items of your account will be found very clearly set forth in the report, which I have read with much satisfaction, and which amply justifies the statement which I am now making. But I pray you remember that you are still, comparatively speaking, a young institution. You are barely now forty years old. It is in the nature of things that the calls upon your funds will increase from year to year; and I am told it takes the interest on a thousand pounds to pay a single pension. Now when you come to reflect on these things, your own good sense will show you that you must not rest upon your oars; you must not be satisfied with the present state of things; you must not relax your efforts, nor diminish your watchfulness over expenditure by one single jot—if, that is, you mean to be secure as to the future, or even if you mean to be perfectly safe as to the present rate of your expenditure. And remember one thing more—that this work must be done by you. It is very well for the Bench and for the Bar to sympathise with you and to help you as they do, and as I trust they always will, but the work is yours and yours alone. It is not right that you should depend upon the alms of others. It is not fit that this society should become the mere channel of almsgiving. It is not right, or proper, or becoming that a society of this kind should be a pensionary upon other people. You must support the society yourselves, and you will have this satisfaction in doing so, that if in time to come any of you should need the support which all of us may come to need, you are sure that if the society continues as it is at present, you will have help as you need it, and when you need it most. And if you are fortunate enough in your life never to need it, you will then

have the satisfaction of knowing that you have contributed something to alleviate the wants of others who have been less fortunate than you. You will have done something for men who are bound together with you by the ties of common, or at least like pursuits; you will have done something for the credit, the honour, and the welfare of the great profession of which we all ought to be proud; of which we are all members, and which you have selected as your calling in life. Gentlemen, there are other and higher considerations upon which I forbear to touch. This is not the occasion, and I am not the person, to fix your attention upon them. But though they be not expressed, they may be felt, and I believe, if I know anything of you, that they may be felt and acted upon the more consistently and the more surely because they influence in silence, and because they furnish their evidence, not as matter of profession, but as matter of practice and of conscience.

Mr. H. T. Cole, Q.C., proposed—"The Lord Chancellor and the patrons of the society." It was a good thing, he said, to have a grievance when addressing an assembly, and his grievance was that on looking at the list of patrons, and finding there were only two (the present Lord Chancellor and the late illustrious Lord Chancellor, Lord Chelmsford), he had arranged in his mind to say a few words on the present Lord Chancellor, but the Attorney-General had entirely taken the wind out of his sails. It was certainly a very delightful thing to see the heads of the profession taking such an interest in the society as to become the patrons of it; and it must be a matter of pride for the profession to know it. But the real patrons of the society were not merely the two distinguished men he had named, but all those who were present in that great assembly; and he hoped no effort would be wanting to continue the society in a state of prosperity.

Mr. Bayford responded, not knowing why his name should be coupled with the toast, except upon the principle of extremes meeting, for he supposed he was almost the junior member of the bar present. Another reason probably was that every young man who was called to the bar, with hope reigning triumphant in his breast, fancied he might one day become Lord Chancellor; and the younger he was the more likely was that hope to be dominant. But whether they became Lord Chancellors or judges, or remained members of the bar, he hoped they would never fail to be patrons of the society.

Mr. Harry G. Rogers (the Secretary), having read a list of donations and subscriptions, including one by the Chairman of twenty guineas, another from Vice-Chancellor Wickens of thirty guineas, and amounting in the aggregate to nearly £400,

The Hon. Geo. Denman, Q.C., M.P., proposed, "The Chairman." He said, in the presence of several members of the Western Circuit, to which the Chairman belonged, he esteemed it a great privilege to be permitted to propose the toast. And there might be a fitness in his doing so, springing out of the fact that he was a very old friend of the chairman's, and that the father of the chairman was one of his (Mr. Denman's) father's warmest and best friends. He had often been present at their anniversaries, when they met together to promote the interests of their most excellent society. They now met at their fortieth festival, and he congratulated them upon the prosperous state of their affairs, as well as upon the gradual increase which he experienced in the importance of their society. It had been his good fortune on many occasions to hear some of the first men of the law, and some of the best men of the State, occupying the chair, address them in words of sympathy and eloquence, urging upon them and upon all interested in the welfare of their profession, the duty of supporting so good an institution as theirs. He had listened to men like Lord Cairns, Sir Roundell Palmer, and that most excellent friend of his, the late Mr. Justice Shee, and many other ornaments of the profession, but never, he ventured to say, had the claims of the society been urged with greater eloquence and with greater sympathy, on no occasion had the chair been filled by one who had spoken more home to their hearts than had been done that evening. It was said sometimes that the profession was in a degenerate condition as compared with former days; but he would ask whether as long as they had a man as the leader of the profession like the gentleman who filled the chair they would have anything to be ashamed of in the best and most flourishing days of the bar. Were he to attempt to enlarge upon the topic in the way he felt disposed to do, he should weary his auditors, and be doing something disagreeable to him to whom it was his desire to pay compliment and to do honour. Therefore, he would only propose the toast with the heartiest honours of which a toast was capable.

The Chairman, in acknowledgment, said he was fully aware that it was to the kindness rather than to the judgment of his friend that he was indebted for the terms in which he had been spoken of. A man must indeed be much vainer and more foolish than he, when he recollected that Sir John Karslake and Sir Roundell Palmer still lived, omitting all reference to others, to suppose, that although officially he was the head, he was the leader of the English Bar. But he yielded to no man in his earnest zeal for the honour and independence of the profession, and in his firm determination, so long as he continued a member of the profession, in all honourable ways, to maintain and advance them.

Mr. Horace Lloyd, Q.C., proposed, "The Bench, the Bar, and the Profession," saying that the toast was one which, on every occasion when those he saw around him might meet together, would be naturally a part of their programme, and meet with a hearty welcome. But when assembled to support the cause and interest of the United Law Clerks' Society, he was convinced it would receive exceptional honour. Of the Bench he would say but very few words. They all knew how often members of the Bench had been present as chairmen to lend their influence and support to the society, and how liberally they had contributed to its funds. But not that alone should make them receive the toast with approbation, because in the different ranks of the profession, from the highest to the lowest, there were none who appreciated more highly, or who spoke more approvingly, of the law clerks than the Bench of England. He remembered when, as a very young man at the bar, he squeezed himself into the back rows of a crowded court upon the occasion when the father of the chairman took his public leave of the Bench he had so long adorned, hearing the judge speak with an emotion which was visible to all of his brethren on the Bench, those who had practised before him and others with whom he had been brought into contact; but he spoke in terms of the highest eulogy and the kindliest feeling of the great body of the law clerks—of their industry, their integrity, their intelligence, and their zeal. No words of vulgar flattery would ever have fallen from the lips of such a man. The words then uttered had fastened themselves upon his (Mr. Lloyd's) memory; and the course of his professional experience had shown him that they were amply justified. Of the Bar he would say but little; but it was one of the many proofs how great an interest the Bar took in the society, amidst all the engrossing avocations of an Attorney-General's life, the chairman had found time to be present amongst them that evening. He believed Sir John Coleridge was the first Attorney-General who had been able to do so since Lord Chelmsford, when Attorney-General, had occupied a similar position. Though it was true that the different branches of the profession were separated by barriers, which, for the time, divided them, it was also true that those could be readily passed, if it were desired to do so, and the highest ranks be filled by men who had entered the profession at the lowest. And amongst the many ties which united them there was none more constant and more to be relied upon than the tie of a common interest in the sufferings and sorrows of the rank and file of the profession.

Mr. Bovill, Q.C., responding, remarked that all those who had the privilege of pleading before the Bench knew thoroughly well its inestimable worth; but they also, whose good or ill fortune it was to have their causes decided by judges, could never leave the Courts without feeling that impartial justice had been done to them. He had heard with sincere pleasure the list of subscriptions, and hoped they would be carried forward into spheres of more extended usefulness.

Mr. F. O. Crump, in proposing "The Honorary Stewards," said, as arbitrator, he felt a deep sympathy with the members, and regretted that he had recently been compelled to reject a claim which he could have wished his duty permitted him to decide in favour of. He considered it would be a miserable day for the profession if the honourable member for Brighton

should carry his proposal, and the profession be deprived of so distinguished a leader of the English Bar as the Attorney-General. Many of the honorary stewards were men of eminent talents, and he was sure they were ever ready to advance the interests of the society.

Mr. W. Melnoth Walters responded, saying he considered the toast really covered by the preceding one of "The Bench, the Bar, and the Profession," because there was no one among the list of honorary stewards who did not belong to some branch of the profession. He could heartily endorse what Mr. Horace Lloyd had referred to as having fallen from Mr. Justice Coleridge upon his retirement from the Bench, concerning the energy, zeal, uprightness, and intelligence of the great body of law clerks. But though a clerk might possess all these qualifications, what was he, unless he possessed the *mens sana in corpore sano?* because, although he personally might not fail in mind or body, he was liable to suffer for the misfortunes of his employers. He considered it was a duty to help those who were willing to help themselves, and they could not better do this than by supporting the United Law Clerks' Society. There were "direct" and "indirect" benefits thus derived. If they wanted clerks who were men of forethought, prudence, and judgment, where were they so likely to be found as among the members of that society? It might be supposed that in joining such a society the law clerks would be open to the influences of "strikes," which was so mischievously affecting the lower orders; but he was convinced there was nothing to fear upon that ground, seeing that the law clerks were men of superior intelligence.

Mr. Locock Webb proposed "The Trustees," whom he described as the excellent guardians of their investments. It had been said by the chairman that they were rich; he hoped their riches would increase; and was sure that, whatever their funds might be, they could not be placed in better hands than in those of the trustees. He most cordially concurred in every word which had fallen from the chair in reference to the claims of the society upon the profession at large.

The Chairman proposed the last toast, "The Ladies," observing that none of them knew what might happen in the future, and whether in times to come they would not have to meet the ladies as attorneys' clerks, or at the bar, or on the bench.

The *Times* says that Sir Barnes Peacock will shortly take his seat on the Judicial Committee as one of the judges under the Act 34 and 35 Vict. c. 91.

Mr. W. C. Bousfield, solicitor, of Newcastle-on-Tyne, was thrown from his horse on Tuesday last, and sustained severe injuries in the head.

Stipendiary Magistrates in the Provinces.—The appointment of Mr. Gwilym Williams as magistrate for the Pontypridd district has added another to the number of provincial stipendaries in England. "Who's Who in 1872" contains the following list of a stipendiary magistrates, which may be interesting at the present time:—Mr. John Balguy, The Potteries; Mr. Arthur Brigge, Brighton; Mr. William Bruce, Leeds; Mr. James E. Davis, Sheffield; Mr. John Coke Fowler, Merthyr-Tydfil; Mr. Francis E. Guise, Chatham and Sheerness; Mr. Francis J. Headlam, Manchester; Mr. R. O. Jones, Cardiff; Mr. T. C. S. Kynnersley, Birmingham; Sir John I. Mantell, Manchester; Mr. Charles J. Preston, Birkenhead; Mr. Thomas S. Raffles, Liverpool; Mr. T. H. Travis, Hull; Mr. Charles J. Sidebottom, Worcester; and Mr. Isaac Spooner, Wolverhampton.

The Alabama Arbitration.—A great work in connection with this arbitration has just been completed under the auspices of the Foreign Office—the translation of all the official documents referred to in the "Cases" into French. This work became necessary when it was found that out of the five arbitrators three did not understand English, and could only read the documents in French. The work was at once intrusted to Mr. Richard Jenery Shee, a barrister of the English bar, well acquainted with that language, and it has just been completed. It extends to seven vols. folio, comprising 3,700 pages, and was carried through the official press in Paris at a very moderate cost. It contains a vast number of extremely important international laws or treaties relative to the rights or duties of neutrals; and even should the present arbitration fail it will be highly useful and valuable on any future occasion.—*Times.*

COURT PAPERS.

SUMMER ASSIZES.

Home.

Martin, B., and Bramwell, B.

Hertford, July 8; Chelmsford, 11; Lewes, 16; Maidstone, 20; Guildford, 29.

Norfolk.

Byles, J., and Keating, J.

Oakham, July 5; Leicester, 6; Northampton, 11; Aylesbury, 15; Bedford, 19; Huntingdon, 23; Cambridge, 25; Bury St. Edmund's, 30; Norwich, August 1 and 2.

Western.

Mellor, J., and Lush, J.

Winchester, July 8; Salisbury, 13; Dorchester, 17; Exeter, 22; Bodmin, 29; Wells, August 2; Bristol, 7.

Oxford.

Grove, J., and Quain, J.

Reading, July 9; Oxford, 13; Worcester, 18; Stafford, 24; Shrewsbury, August 3; Hereford, 7; Monmouth, 9; Gloucester, 14.

Midland.

Blackburn, J., and Cleasby, B.

Warwick, July 6; Derby, 12; Nottingham, 17; Lincoln, 20; York, 26; Leeds, August 1.

Northern.

Willes, J., and Brett, J.

Durham, July 6; Newcastle, 13; Carlisle, 18; Appleby, 22; Lancaster, 24; Manchester, 27; Liverpool, August 10.

North Wales.

Bovill, C.J.

Newtown, July 15; Dolgelly, 18; Carnarvon, 22; Beaumaris, 25; Ruthin, 29; Mold, Aug. 1; Chester, 3.

South Wales.

Channell, B.

Haverfordwest, July 3; Cardigan, 6; Carmarthen, 10; Presteign, 15; Brecon, 18; Cardiff, 22; Chester, Aug. 3.

Kelly, C.B., remains in town.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, June 14, 1872.

3 per Cent. Consols, 92¼	Annuities, April, '85
Ditto for Account, July 4, 92¾	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91¾	Ex Bills, £1000, — per Ct. 1 pm
New 3 per Cent., 91¾	Ditto, £500, Do —1 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —1 pm
D. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 244
D. 5 per Cent., Jan. '73	
Annuities, Jan. '80 —	ittto for Account.

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	106
Stock	Caledonian	100	116
Stock	Glasgow and South-Western	100	133
Stock	Great Eastern Ordinary Stock	100	52⅜
Stock	Great Northern	100	140½
Stock	Do., A Stock*	100	165
Stock	Great Southern and Western of Ireland	100	115
Stock	Great Western—Original	100	115¾
Stock	Lancashire and Yorkshire	100	158
Stock	London, Brighton, and South Coast	100	82½
Stock	London, Chatham, and Dover	100	26⅛
Stock	London and North-Western	100	153
Stock	London and South Western	100	109
Stock	Manchester, Sheffield, and Lincoln	100	78½
Stock	Metropolitan	100	64½
Stock	Do., District	100	32½
Stock	Midland	100	152½
Stock	North British	100	65
Stock	North Eastern	100	172
Stock	North London	100	132
Stock	North Staffordshire	100	78
Stock	South Devon	100	71
Stock	South Eastern	100	102½

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

The Ministerial statement of the position of affairs on the Washington Treaty question caused a slight decline of the funds, and a considerable fall in the railway market. This, however, can hardly be anything more than a very

temporary depression. The Bank rate was to-day lowered from 4 to 3½ per cent, after which a reaction took place in the Home Railway Stocks. Foreign securities are now rather firm, but during the week they have been dull.

The directors of the North-Western Railway of Monte Video Company, Limited, are prepared to receive applications for 6,000 Seven per Cent. Perpetual Debenture Bonds of £100 each at £80 per bond, payable by instalments up to February 1, 1873, with interest (guaranteed by the Government of Uruguay for 40 years from the opening of each section of the railway) at the rate of £7 per cent. per annum, which will accrue on each instalment from the date of payment thereof, and yielding to investors, at the price of subscription, £8 15s. per cent. The bonds are quoted at 2 to 2¼ prem.

The subscription lists for the five per cent. preference shares of the Millwall Dock Company will be closed this day (Saturday) for both London and country applications.

Messrs. Robinson, Fleming and Co. announce that the scrip certificates of the eight per cent. Public Works Loan, 1872, of the Republic of Paraguay, are now ready, and will be exchanged for the bankers' receipts for the amounts paid on application and allotment, on and after Wednesday, the 19th instant. The scrip is 2⅜ and 2¼ premium, and the fully paid 86½ and 87.

ESTATE EXCHANGE REPORT.

AT GARRAWAY'S TAVERN.

By Messrs. M'Laren, Son, & Rolfe.

Lisson-grove.—The lease of the Phœnix Wine Vaults, term, 48 years. Sold £2,427.

Messrs. D. Smith, Son, and Oakley.

Surrey, near Aldershot, being part of the Frimley Manor Estate a plot of land, containing 0a. 2r. 34p. Sold £75.

A plot of land and an ornamental lake, containing 17a. 2r. 18p. Sold £560.

The Manor of Frimley, with its rights, &c. Sold £2,100.

AT THE MART.

June 10.—By Mr. Mellersh.

Surrey, near Godalming, corner farm and 105a. 1r. 31p., freehold. Sold £2,400.

Wonersh, five enclosures of land, containing 20a. 2r. 20p. Sold £2,020.

Two ditto, containing 3a. 1r. 26p. Sold £250.

June 11.—By Messrs. Farebrother, Clark, & Co.

Finchley New-road, No. 47, with stabling, freehold. Sold £1,500.

By Messrs. Toplis & Harding.

Piccadilly.—No. 14, term 45 years. Sold £8,780.

No. 13, adjoining, same term. Sold £3,700

No. 57, Quadrant, same term. Sold £4,620.

No. 8, Hyde-park-square, with stabling, term, 62 years. Sold £4,450

Clapham-road.—No 19A, High-street, term 56 years. Sold £665.

By Messrs. D. Smith, Son, & Oakley.

Clapham-road.—No. 163, with stabling, &c., freehold and part leasehold. Sold £2,250.

No. 15, The Grove, term 71 years. Sold £650.

No. 14, adjoining. Sold £650.

Middlesex, Heston.—A freehold ground-rent of £14 12s. 6d., secured on the North Star public-house and five cottages. Sold £290.

A ditto of £7, secured on a house, with shop, &c. Sold £140.

A ditto of £3, secured on the Old Oak Tree public-house, same term. Sold £60.

A ditto of £7, secured on fifteen cottages, with gardens, same term. Sold £140.

Three enclosures of land, containing 43a. 0r. 30p., freehold. Sold £2,400

Residence, and 6a. 3r. 13p., freehold. Sold £1,740.

A farmhouse, homestead, and 16a. 3r. 5p. Sold £2,000

The Brickmakers' Arms, cottages, and 7a. 3r. 24p. Sold £1,000.

By Messrs. Debenham, Tewson & Farmer.

Acton.—A freehold ground-rent of £52 per annum. Sold £1,090.

Westbourne-park.—No. 26, Carlton-road, term 91 years. Sold £320.

Clapham.—Nos. 20, 22, and 24, Lavender-road, term 93 years. Sold £320.

By Messrs. Clemmans and Son.

Life Interest in houses producing £82 per annum, determinable on a life aged 45; also policies for £300 and £100 on same life. Sold £400.

By Messrs. Chesshire and Gibson.

Middlesex, Stanmore.—Mansion and 157 acres, known as "The Grove," freehold. Sold £17,125.

A plot of land adjoining, containing 11a. 3r. 19p. Sold £1,900.

By Messrs. C. C. and T. Moore.

Leytonstone.—Kirkdale-road, six houses, term 94 years. Sold £350 each.

Mile-end.—No. 2, Portland-place, term 33½ years. Sold £190.

Old Ford-road.—No. 8, Saunders-terrace, term 82 years. Sold £255.

AT TAUNTON.

By Mr. Maynard.

Somerset, Taunton.—The Elms, and 6a. 2r. 0p. Sold £2,675.

An ornamental cottage, and 5a. 3r. 5p. Sold £1,100.

Four enclosures, containing 18a. 3r. 3p. Sold £3,590.

The nursery grounds, with cottage, containing 8a. 2r. 0p. Sold £2,550.

AT CHICHESTER.

June 12.—By Messrs. Wyatt and Son.

Sussex, Woodmancote—The Manor Farm, containing 78a. 0r. 11p. Sold £2,600.

Funtington.—Five leasehold cottages. Sold £310.

Three freehold cottages, and plot of land. Sold £635.

Hambrook.—A pleasure farm known as Prior's Lease, with residence and 48a. 1r. 35p. Sold £3,520.

An enclosure of land, containing 9a. 0r. 2p. Sold £550.

Portfield.—Four freehold cottages. Sold £185.

AT THE CROWN INN, EMSWORTH.

June 11.—By Messrs. Wyatt & Son.

Sussex, near Hambrook, "Lovenden's Farm," containing 49a. 0r. 3p. Sold £3,500.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Lindley—On June 12, at 8, Craven-hill-gardens, the wife of Nathaniel Lindley, Esq., Q.C., of a son.

Oliver—On June 1, at 15, Woodfield-crescent, W., the wife of W. R. Oliver, solicitor, of a son.

Skinner—On Sunday, June 9, at Richmond, Surrey, the wife of Fitz Owen John Skinner, of Lincoln's-inn, Esq., barrister-at-law, of a daughter.

MARRIAGES.

Baines—Browning—On June 6, at St. Giles' Church, Oxford, Henry Baines, solicitor, Oxford, of Bradford, Wilts, to Alice, youngest daughter of J. S. Browning, Esq., Oxford.

Parr—Long—On June 11, at the parish church, Lenton, near Nottingham, George Parr, solicitor, to Mary Innocent, only daughter of James Long, Esq., of Park Hill, Nottingham.

DEATHS.

Greene—On June 12, at Higham Ferrers, Henry Greene, Esq., Deputy-Recorder of that borough, aged 66.

Hoole—On May 28, at Crookes Moor House, Sheffield, aged 28, Francis William Hoole, Esq.

LONDON GAZETTES.

Professional Partnerships Dissolved.

Tuesday, June 11, 1872.

Oliard, Wm Ludlam, and Wm Greene, Upwell, Cambs, Attorneys and Solicitors. May 14

Winding up of Joint Stock Companies.

Tuesday, June 11, 1872.

Unlimited in Chancery.

Birmingham Music Hall Company.—Vice Chancellor Bacon will, on Monday, July 1 at 3, at his chambers, proceed to make a call on the list of contributories of the above company, and purposes that such call shall be for £2 per share.

Limited in Chancery.

Patent Fuel Company [Warlich's], (Limited).—Vice Chancellor Malins has, by an order dated May 31, ordered that the voluntary winding up of the above company be continued. Hillyer and Co, Fenchurch street, solicitors for the petitioners.

Friendly Societies Dissolved.

Friday, June 7, 1872.

Tuesday Nights Friendly Society, Coffee-house, Huntingdon. May 28

Creditors under Estates in Chancery.

Last Day of Proof.

Tuesday, June 4, 1872.

Calver, Jas Chas, Kenninghall, Norfolk, Gent. June 25. Wick v Calver, M.R. Lane, Kenninghall

Cooper, Saml Thos, Bulwell Hall, Notts, Esq. July 6. Mann v Cooper, V.C. Wickens. Wells & Co, Bradford

Haskoll, Rev Joseph, East Barkwith, Lincoln. July 8. Re Haskoll, V.C. Wickens. Chapman & Co, Lincoln's inn fields

Leal, Geo, Portsmouth, Baker. June 27. Chestle v Brown, V.C. Malins. Hellard, Portsmouth

Mitchell, Wm, Petersfield, Hants, Gent. June 27. Etherington v Mitchell, V.C. Wickens. Soames, Petersfield

Mousley, Rev Wm, Ashby Hall, Northampton. July 1. Mousley v Rigby, M.R. Burton & Willoughby, Daventry

Osborne, Mark, Birm, Fender Manufacturer. July 10. Abbott v Osborne, V.C. Wickens. Canning, Birm
Ritchie, Fredk, Sierra Leone, Africa, Merchant. Nov 2. Ritchie v Ritchie, V.C. Malins. Burton & Co, Chancery lane
Stephenson, Wm, Womersley, York, Butcher. June 28. Stephenson v Ingle, M.R. Walker, Pontefract

NEXT OF KIN.

Moreton, Saml Holland, Lpool, Attorney-at-Law. June 27. Moreton v Alcock, M.R.

FRIDAY, June 7, 1872.

Alderson, Wm, Hereford, Wool Merchant. July 4. Alderson v Nether wood, V.C. Wickens. Farmer, Hereford
England, Wm Goodworth, Barnsley, York, Innkeeper. June 26. England v Ward, V.C. Wickens. Tyas & Harrison, Barnsley
Goodall, Jas, Upper Kennington lane. June 30. Potterton v Goodall, V.C. Malins. Dale, Furnival's inn
Hartley, John, Newhall, Cumberland, Farmer. July 1. Huddleston v Brockbank, M.R. Meakin, Broughton-in Furness
Haward, Thos, Herne Bay, Kent, Butcher. June 30. Herring v Blandford, V.C. Malins. Woollacott, Gracechurch st
Hooper, Hy, sen, Topsham, Devon, Accountant. July 1. Hooper v Hooper, V.C. Malins. Flood, Exeter
Lykurg, (the Norwegian barque). Liverpool and Great Western Steam Company Limited v Moore, V.C. Wickens
Wetherell, Geo, North Cowton, York. June 15. Wetherell v Todd, V.C. Wickens. Hett, Darlington
Whitehouse, Benj, West Bromwich, Stafford, Boiler Manufacturer. July 15. Whitehouse v Horton, V.C. Wickens. Seaman, Wednesbury
Worthy, Johnson, Middlesborough, York, Architect. July 10. Flood v Lacy, V.C. Malins. Bainbridge, Middlesborough

TUESDAY, June 11, 1872.

Aston, Benj Richd, Larkhall rise, Esq. July 1. Rickards v Aston, V.C. Malins. Lucas, Trinity pl, Charing cross
D'Arcy, Annie Hewish, Winchester, Hants, Widow. July 1. D'Arcy v Lethbridge, V.C. Malins. Lethbridge, Abingdon st, Westminster
Dukes, Ann, Llanvihangel Crucorney, Monmouth, Widow. July 29. Preece v Dukes, V.C. Malins. Waddington, Usk
Fawcett, Joseph, Wakefield, York, Gent. June 29. Harris v Fawcett, M.R. Stretton, Southampton bldgs, Chancery lane
Hamilton, Mary Anne Pierrepont, Chiswick, Spinster. July 4. Hamilton v Hamilton, V.C. Wickens. Tilleard & Co, Old Jewry
Helling, Wm, Woodstock st, Oxford st, Pewterer. July 12. Helling v Hayes, V.C. Wickens. Bailey & Co, Berners st
Kendall, Geo, Salthouse, Lancashire, Yeoman. July 12. Baldwin v Fisher, V.C. Wickens. Butler & Son, Dalton-in-Furness
Parkhurst, Jas John, Cambridge st, Broad st, Soho, China Dealer. July 15. Cook v De Luca, V.C. Wickens. Campbell, Warwick st, Regent st
Powell, Chas, Well st, Camberwell, Gent. July 1. Powell v Rawle, V.C. Bacon. Frost, Leadenhall st
Stanborough, Hy, Thornhill rd, Barnsbury, Gent. July 4. Powell v Stanborough, M.R. Frost, Leadenhall st

NEXT OF KIN.

Hamilton, Mary Anne Perrepont, Chiswick, Spinster. July 11. Hamilton v Hamilton, V.C. Wickens
Sykes, Judith, Kirkheaton, York. July 2. Hill v Hill, V.C. Wickens

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, June 4, 1872.

Deacon, Charlotte Matilda, Norwich, Spinster. July 18. Tillett
Foster, Jas Fershouse, Maney, Sutton Coldfield, Warwick, Gent. Sept 1. Simcox, Birm
Gillow, Ellen, Minster, Kent, Spinster. Sept 1. Daniel, Ramsgate
Gillow, Herbert Wootton, Minster, Kent, Gent. Sept 1. Daniel, Ramsgate
Goddard, Jas, Brighton, Esq. Aug 1. Cunliffe & Beaumont, Chancery lane
Gooch, Joshua, Heigham, Norwich, Lace Manufacturer. July 18. Tillett
Gurney, Thos, Carlton villas, Edgware rd, Esq. July 31. Routh & Stacey, Southampton st, Bloomsbury
Hawkes, Robt Jas, Tavistock Hotel, Covent Garden, Hotel Keeper. July 20. Johnston & Jackson, Chancery lane
Kelsey-Whitaker, Eliz, Doncaster, Widow. Sept 1. Collinson & Co, Doncaster
Lodge, Edmund, Keen Ground, Hawkshead, Lancashire, Esq. Aug 1. Heelis, Hawkshead, Windermere
Mayne, Lieut-Col Taylor Lambard, Dover, Kent. July 12. Boyes & Tweedies, Lincoln's inn fields
Motherwell, Wm, Manch, Merchant. Aug 1. Gill & Co, Manch
Mumford, John, Broadwood Green, Hertford, Grocer. July 3. Bailey, Luton
Parkinson, John, Lincoln's inn fields, Esq. July 1. Farrer & Co, Lincoln's inn fields
Parkinson, John, jun, Belle Vue Villas, Holloway, Esq. July 1. Farrer & Co, Lincoln's inn fields

FRIDAY, June 7, 1872.

Ainsworth, Peter, Halliwell, nr Bolton, Lancashire, Esq. Aug 1. Gregory & Co, Bedford row
Birch, Thos Edwards, Mold, Flint, Chemist. Aug 1. Kelly & Co, Mold
Burnand, Wm, Colworth, Sussex, Farmer. July 21. Johnson & Raper, Chichester
Dale, Jas Chas, Glanvilles Wootton, Dorset, Esq. July 12. Andrews & Pope, Dorchester
Evans, Hy, Landsend, Wilts, Gent. Aug 1. Pinniger & Wood, Chippenham
Hambrook, Richd, Gt Shettlesfield farm, Kent, Farmer. Aug 1, Brockman & Harrison, Folkestone
Heath, Thos, Bylon Grange, nr Warwick, Esq. Sept 1. Heath, Warwick
Howard, Anne, Park Hill, Cheshire, Widow. Aug 1. Brooks & Co, Ashton-under-Lyne
Howard, Jas, Park Hill, Cheshire, Gent. Aug 1. Brooks & Co, Ashton-under-Lyne
Irons, Wm Jameson, Tynemouth, Northumberland, Gent. Aug 1. Dale, North Shields
Lake, Willoughby, Presbury, Gloucester, Esq. July 29. Wynne & Son, Lincoln's inn fields
Lewin, Jas, Swineshead, Huntingdon, Farmer. Aug 1. Beedham & Son, Kimbolton
Lumb, Edwd, Wallington Lodge, nr Carshalton, Surrey, Esq. Aug 6. Cunliffe & Beaumont, Chancery lane
Mackin, Thos, Lpool, Master Rigger. July 1. Yates & Martin, Lpool
Magenis, Florence Henrietta, Dinan, France, Spinster. Sept 6. Barnes, Colchester
McGrigor, Dowager Lady Mary, Upper George st, Bryanston sq. July 20. Vandercom & Co, Bush lane
Osmond, Fras, Cleeve, Somerset, Farmer. Aug 1. Abbot & Leonard, Bristol
Payn, John Brearley, Birm, Maltster. July 16. Alcock & Milward, Birm
Perry, Mary Ann, Burslem, Stafford. July 12. Heaton, Burslem
Potter, Chas, Whalley Range, Lancashire, Esq. July 20. Cunliffe & Leaf, Manch
Rickells, Wm, Nettleton, Lincoln, Farmer. July 2. Haddelsey & Haddelsey, Gt Grimsby
Shoolbred, Alfd, Tottenham ct rd, Esq. July 31. Mackrell, Cannon st
Smith, Hy, Lancaster rd, Westbourne pk, Surgeon. July 8. Smith, Furnival's inn
Steele, Thos, Master of the ship Kirkwood. Aug 1. Bremner & Son, Lpool
Tinning, John, Newcastle-upon-Tyne, Draper. July 3. Elsdon, Newcastle-upon-Tyne
Turner, Hy John, Surbiton, Surrey, Gent. Aug 2. Sole & Co, Aldermanbury
Walton, Eliz, Tynemouth, Northumberland, Widow. Aug 1. Dale, North Shields
Williams, Robt, Mold, Flint, Gent. Aug 1. Kelly & Co, Mold
Winterbottom, John, Higher Broughton, nr Manch, Captain R.N. July 30. Claye & Son, Manch

TUESDAY, June 11, 1872.

Beauclerk, Chas Robt, Victoria st, Westminster, Esq. July 10. Johnson & Master, Southampton bldgs, Chancery lane
Ballasis, Augustus Fortunatus, Grove End rd, St. John's Wood, Esq. July 31. Diamond & Son, Henrietta st, Cavendish st
Bellerby, Jas, Middlesborough, York, Innkeeper. July 4. Bainbridge, Middlesbrough
Bernard, Ralph Montague, Clifton, Bristol, Surgeon. Aug 1. Wadham & Chilton, Bristol
Stevens, Jas, Turnham Green, Cowkeeper. July 10. Watson & Sons, Bridge rd, Hammersmith
Summers, Jas Meaden, Lpool, Master Mariner. Aug 1. Houghton, Lpool
Symons, Moses, Upper Westbourne ter, Esq. Aug 8. Tamplin & Co, Fenchurch st
Thring, Wm Dugdale, Shrubland grove, Dalston. July 22. Angell, Guildhall yd
Wreford, Harriet, Lady Well, Lewisham, Widow. July 1. Bristow, London st, Greenwich
Wreford, Matthew, Ashburnham ter, Greenwich, Esq. July 1. Bristow, London st, Greenwich
Wright, Thos, Brierley Hill, Stafford, Engineer. June 25. Smith, King William st

Bankrupts.

FRIDAY, May 31, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Challoner, Thos, Greetland, York, Book-keeper. Pet June 3. Rankin June 21 at 11
Evans, Thos, Lpool, Grocer. Pet June 5. Watson. Lpool, June 25 at 2
Gemson, Lawrence, Lpool, Bootmaker. Pet June 4. Watson. Lpool, June 24 at 2
Huins, Chas Glover, Redditch, Worcester, Builder. Pet June 5. Chauntler. Birm, June 19 at 12
Summerscales, Thos, Halifax, York, Licensed Victualler. Pet June 5. Rankin. Halifax, June 21 at 11
Wilkins, Chas Freds, Trowbridge, Wilts, Tavern Keeper. Pet June 4. Smith. Bath, June 18 at 1

TUESDAY, June 11, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bingham, Wm Hy, City-road, Auctioneer. Pet June 8. Roche. July 4 at 11
Lavenant, Willem Louis Hy, Baron de, and Camille his wife, Camberwell New-road, no occupation. Pet June 7. Murray. June 25 at 11
Seymour, Wm Benj, New Bond-st, Job Master. Pet June 7. Murray. June 28 at 11

To Surrender in the Country.

Greenslade, Wm, Wellington, Somerset, Bootmaker. Pet June 6. Meyler. Taunton, June 22 at 1 30
Hatton, Wm, Drybrook, Gloucester, Grocer. Pet June 8. Wilton. Gloucester, June 26 at 12
Hillary, Chas, Fordingbridge, Hants, Ironmonger. Pet June 8. Nodder. Salisbury, June 27 at 12
Owens, Geo Hassall, Tranmere, Cheshire, Poulterer. Pet June 6. Watson. Birkenhead, June 26 at 10
Plews, Geo, Middleham, York, Innkeeper. Pet June 6. Jefferson. Northallerton, June 21 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, June 7, 1872

Brownrigg, Hy, Lime-st, Merchant. May 30
Maltby, Gilbert, Nottingham, Wine Merchant. June 4
Simpson, Valentine Bennett, Stamford-st, Tottenham, Gent. June 4

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 7, 1872.

Adams, Saml, Gt James st, Bedford row, Music hall Manager. June 17 at 1, at offices of Allen, Brunswick sq
Arkell, Alfd Pearce, Leeds, Carriage Builder. June 24 at 3, at offices of Fawcett & Malcolm, Park row, Leeds
Baker, Hy, Duncan pl, Broadway, London fields, Grocer. June 20 at 3, at offices of Birchall, Southampton bldgs, Chancery lane. Harrison, Furnival's inn
Bennett, Anne, Wakefield, York, Omnibus Proprietor. June 26 at 3, at offices of Stewart & Son, Bank bldgs, West gate, Wakefield
Biscoe, Jas Claverie, Brighton, Sussex, Bootmaker. June 24 at 3, at offices of Holtham, Ship st, Brighton
Blackwell, Chas, Blackburn, Lancashire, Joiner. June 25 at 11, at office of Wheeler & Deane, Holme st, Blackburn
Broadbridge, Wm Harold, Camden rd, St Pancras, Bookseller. June 14 at 12, at offices of Geansent New Broad st
Clarke, Chas, Birm, out of business. June 25 at 3, at offices of Rowlands, Birm
Coleman, Jas Joseph, Brighton, Sussex, Fruiterer. June 26 at 3, at offices of Holtham, Ship st, Brighton
Corfe, John, Birm, Pork Butcher. June 21 at 3, at offices of Rowlands, Birm
Crosby, Joseph, Sale, Cheshire, Grocer. June 25 at 11, at offices of Kershaw, Bond st, Manch
Dade, Chas, Nettleham, Lincoln, Bootmaker. June 19 at 11, at office of Jay, Bank st, Lincoln. Tweed, Lincoln
Dashwood, Chas Hy, Folkestone, Kent, Gent. June 20 at 2, at the King's Arms Hotel, Folkestone. Mintner, Folkestone
Davies, John, Carmarthen, Painter. June 18 at 11, at office of Evans, Queen st, Carmarthen
Dean, Geo, Nottingham, Draper. June 20 at 3, at the Home Trade Association Rooms, York st, Manch. Sale & Co, Manch
Dixon, John, Luton, Bedford, Newspaper Proprietor. June 17 (and not 10, as in Gazette of May 31), at 11, at office of Shepherd, Park st West, Luton
Dobson, Edwin, Dewsbury, Confectioner. June 21 at 3, at offices of Chadwick & Son, Church st, Dewsbury
Farrant, Thos Batston, Aylesbury st, Clerkenwell, Cheesemonger. June 17 at 3, at offices of Marshall, Lincoln's inn fields
FitzGibbon, Gerald, Mincing lane, Merchant. June 17 at 3, at offices of Thwaites, Basinghall st. Dobie, Basinghall st
Foskett, Geo, Metropolitan Meat Market, Meat Salesman. June 21 at 12, at offices of Mason, Newgate st
Gideon, Saml Beaver, Portman st, Portman sq, Wine Merchant. June 27 at 3, at 23, Gt Marlborough st. Alsop
Gilkes, Edwin Jones, Cheltenham, Gloucester, Tutor. June 25 at 1, at offices of Marshall, Essex pl, Cheltenham
Godwin, John, Birm, out of business. June 15 at 12, at offices of Cheston, Moor st, Birm
Green, Edwd, Wrockwardine Wood, Salop, Grocer. June 21 at 11.30, at offices of Leake, High st, Shifnal
Gunston, Thos Danl Edwd, Holloway rd, Cheesemonger. June 25 at 3, at offices of Heathfield, Lincoln's inn fields
Hammond, Abraham, Lee, Kent, Builder. June 19 at 3, at offices of Pittman, Guildhall chambers, Basinghall st
Hawkes, John Joseph, Exeter, Draper. June 22 at 1, at the White Lion Hotel, Bristol. Fowler, Teignmouth
Howard, Joseph Groom, New st, Dorset sq, Butcher. June 24 at 3, at offices of Gresham & Son, Basinghall st
Innes, Jas, Newcastle-upon-Tyne, Provision Dealer. June 20 at 2, at offices of Joel, Market st, Newcastle-upon-Tyne
Latch, Wm Hy, Newport, Monmouth, Jeweller. June 21 at 12, at the Hen and Chickens Hotel, Birm. Morgan, Newport
Lewis, Saml, St George, Gloucester, Mason. June 15 at 11, at offices of Essery, Broad st, Bristol
Mayer, August, Bishopwearmouth, Durham, Grocer. June 21 at 12, at offices of Bowey, Fawcett st, Sunderland
McCallum, Thos Whittaker, Nottingham, Paper Dealer. June 24 at 12, at office of Cowley, St Peter's Church walk, Nottingham
Merry, Alfd John, Ipswich, Draper. June 21 at 12, at offices of Edwards & Co, King st, Cheapside. Sole & Co, Aldermanbury
Nichols, Wm, Leicester, Bootmaker's Manager. June 21 at 1, at the Wentworth Hotel, Wentworth st, Peterborough. Harvey, Pocklington's walk
Overend, Amelia, Pontefract, York, Milliner. June 20 at 12, at the Strafford Arms Hotel, Wakefield. Arundel, Pontefract
Payne, John, Manch, Builder. June 20 at 3, at offices of Smith & Boyer, Brazennose st, Manch
Perks, Frss, Wolverhampton, Stafford, Japanner. June 25 at 11, at offices of Walker, Victoria st, Wolverhampton
Phillips, Thos, Manch, Packing Case Maker. June 26 at 3, at offices of Richardson, Kennedy st, Manch
Pugh, Jas, Vartey, Monmouth, Innkeeper. June 27 at 10, at office of Gibbs, Commercial st, Newport
Robson, John Renner, Hexham, Northumberland, Draper. June 20 at 12, at offices of Hunt & Son, Portland st, Manch. Bary, jun, Hexham
Sharpe, Edwin, Sheffield, Chemist. June 19 at 4, at offices of Clegg, Bank st, Sheffield
Shewell, Joshua Smith, Sparkbrook, Worcester, Builder. June 24 at 11 at offices of Stubbs, Waterloo st, Birm
Smerdon, Mary, Skewen, Glamorgan, Butcher. June 20 at 12, at office of Jones & Curtis, Neath
Smith, Saml, Winterton, Lincoln, Grocer. June 21 at 12, at the George Hotel, Kingston-upon-Hull. Mason, Barton-upon-Humber
Swales, Jas, Gt Sutton st, Clerkenwell, Working Jeweller. June 18 at at offices of Parker, Pavement, Finsbury
Titterton, Chas Richd, Birm, Oil Manufacturer. June 21 at 12, at office of Beale & Co, Waterloo st, Birm
Trim, Fredk, Cricklewood, Licensed Victualler. June 21 at 4, at offices of Lomax, Old Bond st
Walford, Fredk Wm, Cornwall rd, Westbourne pk, Estate Agent. June 19 at 2, at offices of Slater & Pannell, Guildhall chambers, Basinghall st. Pittman, Guildhall chambers, Basinghall st
Walker, Mary Ann, Nottingham, Milliner. June 14 at 3, at offices of Cranch & Rowe, Low pavement, Nottingham

TUESDAY, June 11, 1872.

Atkinson, Robt, Gt Grimsbury, Lincoln, Slate Merchant. June 27 at 12, at the Royal Hotel, Carnarvon. Elder
Beaten, Geo, Christie rd, South Hackney, out of business. June 26 at 2, at offices of Silberberg, Cornhill
Bell, John Pinkley, Monkwearmouth, Durham, Painter. June 22 at 12, at office of Tulley, Nile st, Sunderland
Beynon, Thos, Narberth, Pembroke, Coachbuilder. June 22 at 10.15, at office of Griffiths, Spilman st, Carmarthen
Bolton, Geo, Rhyl st, Maldon rd, Kentish Town, Corn Dealer. June 22 at 2, at office of Morris, Jermyn st, St James's
Booker, Geo, Wickham, Hants, Builder. June 20 at 3, at offices of Ford, Queen st, Portsea
Bradshaw, Watson, Maidstone, Kent, Builder. June 22 at 12, at offices of Monckton & Son, King st, Maidstone
Brindley, Edwd, Derby, Ironmonger. June 26 at 12, at Huggins' Hotel, Albert st, Derby. Hextall
Brooks, Adam, Borough rd, Licensed Victualler. June 24 at 2, at office of Kelley, Gt James's st
Brown, Geo, Birm, Ladies' Outfitter. June 25 at 12, at offices of Hawkes Temple st, Birm
Brown, Geo, East Southsea, Hants, Schoolmaster. June 25 at 3, at 31, St Thomas's st, Plymouth. Ford
Brownjohn, Chas John, Putney, Wine Merchant. June 14 at 3, at offices of Woodbridge & Sons, Clifford's inn, Fleet st
Brownrigg, Marion, Mount st, Grosvenor sq, Milliner. June 25 at 2, at office of Rice, Pall mall
Burton, Johnson, Aston-juxta-Birm, Comm Agent. June 20 at 11, at offices of Kennedy, Waterloo st, Birm
Clough, John, Leeds, Blanket Merchant. June 26 at 11, at offices of Pawcett & Malcolm, Park row, Leeds
Cook, Nathaniel, Gloucester, Corn Factor. July 1 at 10.15, at the Gloucester Flour Mills
Cornwall, Chas, Windsor, Berks, Licensed Victualler. June 24 at 11, at offices of King, Skinner's pl, Size lane, London
Dale, Robt, Ratcliffe-upon-Trent, Notts, & Hy Bradfield, Nottingham, Law Stationers. June 24 at 10, at offices of Acton, Victoria st, Nottingham
Darbyshire, Jas, Pemberton, Lancashire, Bricksetter. June 24 at 10, at office of Ashton, King st, Wigan
Darbyshire, Thos, Pemberton, Lancashire, Bricksetter. June 24 at 10.30, at office of Ashton, King st, Wigan
Davies, Edwin, Swansea, Glamorgan, Draper. June 24 at 2, at offices of the Home Trade Association, York st, Manch. Jones, Swansea
Dewar, Jas Henderson, Farringdon rd, Manufacturer of Bags. June 27 at 2, at offices of Spyer & Son, Winchester House, Old Broad st
Ellis, Geo, Gateshead, Durham, Grocer. June 20 at 12, at offices of Kidd & Co, Royal Arcade, Newcastle-upon-Tyne
Fell, Benj, Manch, out of business. June 26 at 3, at office of Leigh, Brown st, Manch
Gale, Wm Alfd, Vivian rd, Old Ford, Gent. June 20 at 11, at offices of Lind, New inn, Strand
Gale, Saml Arthur Perks, Colchester, Essex, Coach Builder. June 22 at 10.30, at offices of Smythies & Co, North hill, Colchester
Golledge, Benj, Batcombe, Somerset, Dairyman. June 19 at 2, at offices of McCarthy, King st Frome
Gouldsmith, Mary Eliza, & Fredk Saml Gouldsmith, Pont st, Belgrave sq, Dyers. June 30 at 1, at office of Starling, Lincoln's inn fields
Goulton, Richd, Gt Grimsby, Lincoln, Fish Dealer. June 20 at 11, at Crowther's Temperance Hotel, Cleethorpes rd, Gt Grimsby
Grabham, Geo Sawtell, Ashford Farm, Somerset, Yeoman. July 4 at 2, at the George Hotel, Ilminster. Paull, Ilminster
Gregory, Alfd Jones, Burton-upon-Trent, Stafford, Hosier. June 24 at 11, at office of Harrison & Co, Beckett well lane, Derby
Harrison, Geo Woods Wilsher Rogers, Elsham rd, West Kensington, Solicitor. June 21 at 12, at offices of Waite, Furnival's inn, Holborn
Hawkes, Peter Jas, Silverstone, Northampton, Beer Retailer. June 25 at 11, at office of Crosby, Fish st, Banbury
Herrington, Jas, Cherryhinton, Cambridge, Coprolite Contractor. June 24 at 11, at office of Ellison, Alexandra st, Petty Cury, Cambridge
Hill, Fredk John Geo, Newcastle-upon-Tyne, Captain of Royal Horse Artillery. July 3, at 2, at the Charing Cross Hotel. Cavell & Chapman, Cheapside
Hind, Charlotte Cealia, Vowler st, Walworth, Milliner. June 18 at 2, at office of Dubois, Gresham bldgs, Basinghall st. Maynard, Cufford's inn
Hubbe, Eduard Simeon, Mincing lane, Merchant. June 21 at 3, at offices of Harcourt & Macarthur, Moorgate st
Huss, Axel Theodor, Kingston-upon-Hull, Tailor. June 20 at 3, at office of Chambers, Scale lane, Hull
Ingarfield, Geo Hy, Paddington st, Fishmonger. June 27 at 3, at the Inns of Court Hotel, High Holborn. Goren
Jones, Eliza, Lower Broughton, Lancashire, Licensed Victualler. June 27 at 3, at offices of Ritson, John Dalton st, Manch
Marshall, Robt, Manch, Steel Merchant. June 26 at 3, at offices of Addleshaw, King st, Manch
Marsden, Hy, Aberystwith, Cattle Dealer. June 22 at 11, at 1, Baker st, Aberystwith. Atwood
McIntosh, Walter, Salford, Lancashire, Beerseller. June 21 at 3, at office of Ellithorne, Brazennose st, Manch
Morgan, John, Bishopsgate st Without, Oilman. June 24 at 2, at office of Hutson, Clifton st, Finsbury
Pearson, Allan, Stourbridge, Worcester, Pawnbroker's Assistant. June 24 at 11, at offices of Gould & Elcock, High st, Stourbridge
Perry, Wm, Turnmill st, Clerkenwell, Timber Merchant. July 4 at 3, at offices of Lawrence & Co, Old Jewry chambers
Richter, Fredk, De Beauvoir rd, Kingsland, Clerk. June 25 at 3, at office of Sallaman, King st, Cheapside
Rigby, Wm, Manch, out of business. July 1 at 3.30, at offices of Sale & Co, Booth st, Manch
Ruxton, Geo, Lpool, Baker. June 21 at 3, at office of Fowler & Carruthers, Clayton sq, Lpool
Scott, John, Manch, Glass Stainer. June 26 at 3, at offices of Bent, Bloom st, Manch
Shipman, Hy, Sheffield, Cutlery Caster. June 25 at 4, at offices of Clegg, Bank st, Sheffield
Speiser, Richd, Lancton rd, North Brixton, Grocer. June 19 at 3, at offices of Chippendall & Sturt, Trinity st, Southwark.

Spurr, Robt Purchon, Huddersfield, York, Book-keeper. June 24 at 3, at offices of Sykes & Son, Huddersfield
Stains, Alfd, Brighton, Sussex, Grocer. June 24 at 12, at Moorgate st chambers
Starling, Annabella Susannah, Newport, Isle of Wight, Outfitter. June 27 at 2, at offices of Hooper, High st, Newport
Stephenson, Robt. West Kirby, Cheshire, out of business. June 25 at 2, at offices of Woodburn & Pemberton, Law Association bldgs, Harrington st, Lpool
Sterne, Saliomia, St Mary's Axe, Comm Agent. June 19 at 12, at St Mary Axe. Cattlin, Basinghall st
Stubbs, Robt Josiah, Manch, Lithographer. June 20 at 3, at offices of Ritson, John Dalton st, Manch
Wade, Benj, Idle, York, Tailor. June 21 at 10, at offices of Hargreaves, Market st, Bradford
Wangler, Joseph, Birm. out of business. June 22 at 11, at offices of Wood, Waterloo st, Birm
Ware, John, Lydner rd, Stoke Newington, Builder. June 21 at 12, at offices of Townley & Gard, Gresham bldgs, Basinghall st
White, Geo, Workington, Cumberland, Bootmaker. June 26 at 12, at the Savings Bank, Wokington. Hayton & Simpson, Cockermouth
Willis, John Wilson, Silloth, Cumberland, Draper. June 21 at 2, at office of Wright, Bank st, Carlisle
Winby, Fredk Chas, & Clifford Etches Winby, Canton, nr Cardiff, Glamorgan, Engineers. June 22 at 2, at the Royal Hotel, St Mary st, Cardiff. Ingledew & Ince